

The complaint

Ms J has complained that U K Insurance Limited trading as Privilege (UKI) unfairly recorded an incident under her home insurance policy. Ms J says she didn't intend to claim, she only made an enquiry.

What happened

In November 2024 Ms J contacted UKI to report damage to her property. UKI registered a claim, but later rejected it as it said the cause of damage was due to wear and tear.

At renewal, Ms J bought a policy with another insurer. She complained to UKI as she discovered it had registered the incident as a claim. Ms J wanted UKI to remove the claim from all databases.

UKI didn't uphold Ms J's complaint. It said it had been clear from Ms J's calls in November 2024 that she intended to make a claim. So it said it had correctly recorded this – and that Ms J was aware the claim had been declined.

Ms J asked us to look at her complaint. One of our Investigators didn't recommend the complaint should be upheld.

Ms J disagreed. She said she had raised a previous complaint with UKI about misinformation it had given her in relation to making a claim.

The Investigator explained that the previous complaint wasn't brought to us in time. So we couldn't consider this matter.

Ms J wants an ombudsman to decide on her case. She wants all of the events leading up to her complaint in June 2025 to be considered.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

The Financial Conduct Authority (FCA) sets out the rules as to what complaints this service can and cannot consider. The FCA says we can only consider a complaint within six months from the date of a business's final response letter (unless there are exceptional circumstances which prevent a customer from being able to contact us).

UKI replied to a previous complaint by Ms J on 29 November 2024. It gave Ms J referral rights to bring that complaint to us within six months. UKI explained that if Ms J asked us to look at this complaint after this time, we would not have UKI's permission to look at it.

As Ms J didn't bring this complaint to this service in time, I am unable to consider it.

In June 2025 Ms J complained to UKI that she had not intended to make a claim in November 2024. However, from listening to call recordings provided by UKI, it is clear that

on both 20 November 2024 and 29 November 2024 Ms J's intention was to make a claim. In both calls, the agent asked Ms J if she wished to make a claim, to which she replied "yes."

Following the instruction of a Loss Adjuster to assess the cause of damage to Ms J's property, UKI declined Ms J's claim as it said the damage was due to wear and tear, which is excluded under the policy. Although UKI declined the claim, this doesn't mean no claim was made. So I find UKI has correctly made a record of Ms J's claim in line with industry practice and the policy. I'm therefore not asking UKI to remove it as it has treated Ms J fairly and as it would any other customer in the same circumstances.

My final decision

I understand Ms J will be disappointed with my decision. But for the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms J to accept or reject my decision before 27 February 2026.

Geraldine Newbold
Ombudsman