

The complaint

Mr and Mrs H complain that Aviva Insurance Limited (“Aviva”) inaccurately recorded a claim against their home buildings insurance policy.

I’ll refer to Mr H in my decision for ease.

What happened

Mr H called Aviva on 13 January 2025 to make a claim when part of his chimney stack fell off the roof damaging a neighbour’s car. He said he called again the next day and instructed the claim to be put on hold. He subsequently withdrew the claim on 20 January as the damage was fairly minor.

Mr H said a claim record has been added to the Claims and Underwriting Exchange (CUE) database. This showed a claim had been made with a cost of £35. Mr H said this resulted in a loaded insurance premium. He said he spent around five months in contact with Aviva trying to resolve this matter. Mr H asked for the claim record to be removed and to be compensated for his time and trouble.

In its final complaint response Aviva said that as Mr H made a claim and it had incurred a cost the record was correct. The business explained that different insurers apply different criteria when assessing risk. So, it is required to provide details of any loss it incurs in relation to a claim, whether this is later withdrawn or not.

Mr H didn’t think Aviva had treated him fairly and referred the matter to our service. Aviva then contacted us to offer Mr H £150 compensation for the experience he’d had. We put this offer to Mr H, but he didn’t accept it. One of our investigator’s looked into his complaint. He upheld it in part. He thought Aviva had acted fairly in how it recorded the claim. But that it should pay £150 compensation for the delays and miscommunication.

Mr H didn’t agree with our investigator’s findings and asked for an ombudsman to consider his complaint.

It has been passed to me to decide.

What I’ve decided – and why

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Having done so I’m upholding Mr H’s complaint in part. I think the compensation Aviva offered is fair for the inconvenience it caused. But as this offer wasn’t made until after the matter was referred to our service it’s appropriate that this complaint is upheld in part against Aviva.

I'm sorry to disappoint Mr H. I acknowledge he feels strongly that the claim record should be removed. But I'll explain why I think my decision is fair.

The CUE database is intended to prevent fraud and identify misrepresentation. Most insurers are signed up to CUE, including Aviva. Where an insurer is signed up to CUE it must make a record of any incident it is made aware of, whether this leads to a claim or not. The information that is recorded must be accurate. I've considered whether Aviva recorded this incident fairly.

I've seen the CUE record. This shows that a claim was made by Mr H on 13 January 2025. The claim amount is shown as £35.

Aviva has provided records that show it instructed its supplier to arrange a surveyor to inspect the damage Mr H reported. This instruction was given on the same day the claim was made. I can see that Mr H contacted Aviva again on 14 January 2025 to ask for his claim to be put on hold. Then on 20 January he withdrew the claim.

I've seen the communications between Aviva and its supplier. This shows that an initial charge for £145 had been processed in error. This was for its surveyor's fee. But a survey wasn't completed so this wasn't payable. The survey fee was subsequently removed from CUE, but the supplier did raise a £35 cancellation fee, which remains on the database.

Mr H explained that he rang another insurer for a quote at the end of March 2025. It was at this juncture he was told there was a claim for £145 showing on CUE. The claim records show several contacts from Mr H over the next few months where he disputed the CUE record with Aviva. As discussed, the £145 record was removed. But Mr H said he was told the £35 fee had also been removed. This was later confirmed not to be the case.

From what I've read it's clear that Aviva did incur a cost amounting to £35 for the claim Mr H made. I'm satisfied this charge was applied fairly as it reflected the cost of cancelling the surveyor instruction. I understand that Mr H doesn't think this is fair. But as explained, Aviva is required to make an accurate record on the CUE database of any claim costs it incurs. Mr H withdrew his claim, but not until after the instruction had been given. So, it's correct that the £35 cancellation fee Aviva paid is recorded on the database.

There was an error with the claim cost as it was originally recorded on CUE. It took some effort on Mr H's part for this to be corrected. For this I agree with our investigator, that the compensation Aviva offered is fair.

I note Mr H's comments that he only wanted to notify Aviva of an incident. He told our investigator that he felt "*pushed*" into making a claim. He also said he was coerced into saying the falling brickwork was a result of storm damage.

To understand what was discussed during the initial claim call I've listened to the recording from 13 January 2025. During the call Mr H described the condition of his chimney stack and that part of it had fallen onto his neighbour's car. He was asked what he thought had caused the damage, to which he replied, "*probably the weather*". The call handler explained that Mr H's policy covers specified events. He provided an email address so Mr H could send photos of the damaged chimney stack. The call handler explained the photos would be used to validate the claim. The call ended with Mr H agreeing to supply the requested photos.

From what I heard it's clear that Mr H's intention was to make a claim. He explained that he wanted this remedied quickly to avoid the risk of injury from falling debris. He agreed to provide photos to allow the claim to be validated. And asked for a call when the validation was complete. I didn't hear anything that suggests Mr H was coerced into any of the

information he gave. When asked what caused the damage, he told the call handler it was due to the weather. Based on this I don't think Aviva treated Mr H unfairly.

I've listened to further calls Mr H had with Aviva. This was about his withdrawal and after he became aware of the CUE record. He was initially told that the survey fee was payable in full. As discussed, this wasn't correct and caused Mr H some inconvenience. Aviva should pay compensation to acknowledge this. But I'm satisfied the amount it has already offered is fair, so I won't ask it to pay more.

Having considered all of this I don't think Aviva treated Mr H fairly when it recorded the incorrect claim cost on CUE. It's fair that it pays him £150 for the inconvenience this caused him. But the record is now showing correctly so I can't fairly ask it to do more.

My final decision

My final decision is that I uphold this complaint in part. Aviva Insurance Limited should:

- pay Mr and Mrs H £150 compensation for the inconvenience it caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H and Mr H to accept or reject my decision before 22 March 2026.

Mike Waldron
Ombudsman