

## **The complaint**

Miss S has complained about the way her motor insurer, Haven Insurance Company Limited ('Haven'), recorded two claims she made on her policy. She says this impacted her ability to find competitive quotes with other insurers.

## **What happened**

Miss S has a motor insurance policy with Haven which she ultimately renewed in January 2025. After initially looking for alternative quotes online, she was informed by another insurer that she had two claims on her record which had been added on by Haven. Miss S said this gave her no choice but to renew her policy with Haven.

Miss S complained that Haven recorded the claims as "non-fault" instead of "notification only" and this impacted her ability to find other competitive quotes. She wanted Haven to pay her the difference between the cost of her policy and another cheaper quote she had found online. And also to correct the record and pay her compensation.

Haven responded to the complaint and said that one claim was correctly recorded as "notification only" but agreed that the other was incorrectly recorded as "non-fault". It said it had contacted the Claims and Underwriting Exchange (CUE), a database used by many insurers for reasons including fraud prevention, to correct the record. At the time when it issued its final response, it said the record had been corrected and apologised for the inconvenience it caused Miss S.

Unhappy with Haven's response, Miss S brought her complaint to our service. She said that she also has a higher excess (£900) with Haven whereas her excess would have been £550 with the other insurer.

One of our investigators reviewed the complaint and thought that Haven should pay Miss S £150 for the distress and inconvenience it caused her. Our investigator didn't think Haven had to reimburse Miss S the difference between the premium she found online and her Haven premium or the difference in excess. She said that the excess hasn't and may not be paid so it wouldn't be fair for Haven to reimburse this. And our investigator said Haven provided evidence to show the premium had been calculated correctly by it and that it had provided satisfactory evidence to show this.

Miss S didn't agree and asked for an ombudsman's decision. She said the alternative quote she had obtained was also based on correct information but the premium and excess were both lower. Our investigator didn't change her view. She didn't think the two quotes were like for like because the alternative quote was based on Miss S having no claims at all when she

had two “notification only” claims which still had to be declared and which could have affected her premium.

The matter was then passed to me to decide.

### **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.

I understand that Miss S was also unhappy about the service she received from her broker and this was dealt with as a separate complaint by our service. So, in this decision I am only considering Haven’s actions as Miss S’s insurer.

My understanding is that Miss S reported two claims which took place in February and June 2024 respectively to Haven but which she didn’t claim for. Haven recorded both claims on the CUE database. I don’t think this was unfair or unreasonable. It is also something Haven was obliged to do because as a business which is signed up to CUE it has a duty to make accurate records of incidents.

Haven accepts that one claim was correctly recorded as “notification only” whereas the other one was mistakenly recorded as “non-fault” with £0 costs rather than notification only. This is something Miss S only became aware of when she searched for other quotes online. My understanding is that Miss S did not declare any claims when obtaining other quotes, she referred to them as incidents, and this was something that was queried by another insurer who said that Haven had recorded two claims against her on CUE. This suggests that the quote Miss S obtained from the other insurer was based on no claims rather than on two “notification only” claims.

As I said above, I thought it was fair and reasonable and in line with Haven’s CUE obligations for it to record the two claims on the database regardless of whether Miss S made a claim or not. So I don’t think that the quote Miss S obtained from the other insurer was based on accurate information. I appreciate Miss S disagrees and says it was based on accurate information, but had that been the case I think it is unlikely that the other insurer would have pointed out that there was a discrepancy between the quote and what was on CUE because both claims were rightly logged on the database and the only error was that one was noted as “non-fault” rather than “notification- only”.

Miss S said the other insurer would have honoured its quote if Haven updated the record. However, Haven’s CUE entry was largely correct apart from changing “non-fault” to “notification only” for one claim. It would not have been appropriate for Haven to remove the claims altogether.

Miss S asked for Haven to reimburse the difference between the two quotes (£133.60) but as I don’t think the alternative quote was based on accurate information, I don’t think it would be fair or reasonable for me to ask Haven to do this. For the same reason I don’t think Haven needs to pay the difference between the two excesses. Furthermore, because the excess is only payable if a claim occurs, and no claim has been made, reimbursing this difference would not be fair.

Even if Miss S's view is correct and the alternative quote was based on accurate information, once Haven amended the record, Miss S could have cancelled her policy and switched to the other insurer. I accept this may have involved inconvenience or a cancellation fee, but these factors do not make Haven responsible for reimbursing the premium difference. Furthermore, Miss S has a duty to mitigate or minimise her losses and I don't see why the option of changing insurers would not have still been open to her even at a later stage.

However, I agree that Haven incorrectly recorded one claim as 'non-fault' rather than 'notification only'. Miss S had to identify this error herself before Haven corrected the record, which should not have been her responsibility. I appreciate that Miss S has experienced distress and inconvenience as a result of Haven's error as well as frustration. It also shouldn't have been for Miss S to point out Haven's error. For this I think Haven should pay Miss S £150 compensation for the distress and inconvenience it caused her and this is in line with awards we make in similar circumstances.

For completeness I will add that Haven has provided evidence which shows that Miss S's premium was calculated based on correct information so I don't think it needs to be recalculated. Unfortunately, I'm not able to share this information with Miss S as it is commercially sensitive but I hope she finds it reassuring to know that this is something we have confirmed.

### **My final decision**

For the reasons above I have decided to uphold this complaint. Haven Insurance Company Limited must pay Miss S £150 compensation for the distress and inconvenience it caused her.

Haven Insurance Company Limited must pay the compensation within 28 days of the date on which we tell it Miss S accepts my final decision. If it pays later than this it must also pay interest on it from the deadline date for settlement to the date of payment at 8% a year simple.

If Haven Insurance Company Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Miss S how much it's taken off. It should also give Miss S a tax deduction certificate if she asks for one so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 11 February 2026.

Anastasia Serdari  
**Ombudsman**