

The complaint

Mr P1 and Mr P2 have complained about the way their commercial vehicle insurer, Covea Insurance plc ('Covea') recorded a claim they made on their policy after the attempted theft of their van.

What happened

Mr P1 is the main policy holder on the policy and Mr P2 is a named driver.

Around June 2024, while Mr P1 and Mr P2 were travelling using the van, someone tried to break into it while it was at a hotel car park. They said that luckily nothing was stolen but there was damage to the van for which they made a claim on their policy.

Mr P2 reported the claim to Covea and also confirmed that he was the last person to drive the van. Covea proceeded to settle the claim.

A few months later when Mr P2 went to insure the van again after repairing it, he was informed that this claim had been reported against his name on the Claims and Underwriting Exchange (CUE) which is a database used by insurers to record claims and which is also used for fraud prevention.

Mr P1 and Mr P2 were unhappy about this and complained to Covea. Mr P1 said that as the main driver, the claim should go on his record not on Mr P2's. He said it was unfair that Mr P2 would be impacted by this for the next five years, and his premiums will go up significantly. Mr P1 said Mr P2's own insurance went up by £400-£500 because of the claim.

Covea said that as Mr P2 was the last authorised driver at the time of the incident he will need to declare this to future insurers.

Mr P1 and Mr P2 then brought their complaint to our service. They said though Mr P1 expected this to affect his future premiums he didn't expect that it would also impact Mr P2 as he was only a named driver. He said he also thought it was unfair that this went against them as they did their best to secure the van and ensure it wasn't stolen and also because neither was driving the van at the time. He questioned whether this is specified in the policy. Mr P1 asked for Mr P2's name to be removed from CUE as the recorded driver and replaced with his own, as the policy holder.

The matter was reviewed by one of our investigators who thought Covea had acted in accordance with industry practice.

Mr P1 and Mr P2 didn't agree and asked for an ombudsman's decision. Mr P1 said all precautions had been taken to secure the van and didn't consider either himself or Mr P2 should have been held responsible as neither had done anything wrong.

Our investigator didn't change her view, and the matter was 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.

Mr P1 and Mr P2 have raised a number of points they'd like me to consider. I'd like to assure them that I have considered all the information I have been provided with but in my decision I have focused on the points I consider to be the most important. This isn't intended to cause any discourtesy. We aim for our decisions to be as concise and to the point as possible.

The crux of the complaint is that Mr P1 and Mr P2 consider firstly that it is unfair for them to be impacted by the claim because neither was driving at the time and they did all they could to ensure the van was secure; and in fact the thieves were not successful in stealing the van but only in damaging it. And secondly, they don't think it is fair for Mr P2 to also be penalised when the policy holder is Mr P1.

In relation to the first point, I completely understand Mr P1 and Mr P2's frustration. I can appreciate that they did their best to keep their van secure, nevertheless, they have had to make a claim on their policy which Covea agreed to cover and for which it paid a settlement to Mr P1. This means that Covea has an outlay (an expense) with regards to the claim. And as Covea is not able to recover its outlay from the at fault party; as far as I am aware the parties don't know who caused the damage; then this outlay will remain on the policy. This makes this a "fault" claim though this doesn't mean that Mr P1 or Mr P2 were to blame. It simply means that Covea hasn't been able to recover its outlay from a third party. I don't think it is unfair or unreasonable for Covea to treat this as a "fault" claim in these circumstances and I think its actions are in line with standard industry practice.

Mr P1 and Mr P2's second point is that they believe it is unfair for Mr P2 to also be impacted by the claim bearing in mind he is not the main policy holder. It's standard practice for insurers to record on CUE the driver for an incident as this is information other insurers might be interested in when considering whether to offer cover and if so the price they will charge. Insurers may or may not consider it an indicator of the risk profile of a prospective customer. In my experience it is common practice for the last driver of the vehicle to be recorded as the driver for a theft claim. As I said above this doesn't mean that the driver were to blame for the loss. It is merely a record of who was last using the vehicle.

I understand Mr P1 and Mr P2's frustration but again I don't think Covea's actions were unfair or went against standard industry practice or what it is required to record on the CUE database. As it was Mr P2 who last drove the van, the claim will still have to be logged against the policy on CUE with the record listing the named driver, Mr P2, as the driver. Covea has provided a copy of the CUE record which confirms it has been recorded correctly.

Mr P1 asked whether the requirement to record the last driver on CUE is specified in the

policy. In my experience, this is not something typically set out in policy documents. The CUE database is an industry-wide system used by insurers for claims recording and fraud prevention, and its operation is governed by market practice rather than individual policy terms. Therefore, the absence of this detail in the policy does not make Covea's actions unfair or unreasonable.

I appreciate Mr P1 and Mr P2 will be disappointed with my decision. I see that Mr P1 feels very strongly that Mr P2 should not be impacted by this claim. I agree that the situation is very frustrating for both of them, and I note that they were ultimately the innocent victims of an attempted theft. But for the reasons I gave above, I think Covea's actions were, in the specific circumstances, fair and reasonable.

My final decision

For the reasons above I have decided not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P1 and Mr P2 to accept or reject my decision before 27 January 2026.

Anastasia Serdari
Ombudsman