

## **The complaint**

Mr K has complained about how Aviva Insurance Limited (Aviva) dealt with a claim under his home insurance policy.

References to Aviva include companies acting on its behalf.

## **What happened**

Mr K made a claim for storm damage. Aviva sent a supplier to assess the claim and declined it. A couple of years later, Mr K complained to Aviva. He said he hadn't been told that his claim had been declined. He said his new insurer had also increased his premium because of how Aviva had recorded the claim.

When Aviva replied to the complaint, it said when it appointed a supplier, it was required to record a claim on the Claims and Underwriting Exchange (CUE). The £145 fee recorded against the claim reflected the cost of the supplier's assessment. It confirmed no payment had been made to Mr K. It said Mr K's new insurer should be able to reassess the premium based on this information. Mr K had requested £500 compensation because of the issues with dealing with his claim and complaint. It said the surveyor had declined the claim on site and it hadn't been made aware of any concerns until much later. If Mr K had raised concerns earlier, it could have provided written confirmation of the claim decline at that time. It said it couldn't remove the CUE record. But, the information was correctly recorded and should be taken into account by insurers when assessing Mr K's risk profile. If any insurers required clarification, it was happy to provide supporting information. It said it didn't believe the situation had been mishandled. However, it apologised for any inconvenience Mr K had faced.

Mr K brought his complaint to this Service. Our Investigator didn't uphold the complaint. He said looking at the records of what happened, he was satisfied that Mr K was aware his claim had been declined. When Aviva was contacted about storm damage, Aviva needed to record this on CUE. The supplier costs also needed to be recorded. He was also satisfied that it was fair to record it as a claim, even though it was declined. He said he was unable to comment on the premium charged by the new insurer. He said Aviva had acted fairly.

As Mr K didn't agree, the complaint was referred to me.

## 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.

Having done so, I don't uphold this complaint. I will explain why.

Mr K has complained that he wasn't told his claim had been declined and that he didn't know it had been recorded as a claim on CUE. So, I've thought about this.

I've looked at the notes for the storm claim. This showed it related to an incident in August 2023. I can see that shortly after it was registered, Aviva wrote to Mr K and confirmed it had received the claim submission and its supplier would be in touch. So, I think this made it clear that Mr K had made a claim. Aviva appointed the supplier to assess the damage. The supplier's visit report said Mr K had been told the claim was declined in full.

About two years after the claim was closed, Mr K told Aviva it should have written to him to tell him the claim had been declined. There isn't a set format for how insurers should decline claims. Where a claim is declined on site, an insurer might decide not to confirm this in writing to a policyholder unless it has been asked to do so. Mr K also told this Service he didn't know the claim had been declined. I'm mindful that Mr K didn't raise this as an issue until about two years after the supplier's visit. I looked at the claim records and couldn't see anything to suggest Mr K contacted Aviva to follow up on his claim, which I might have expected him to do if he thought the claim was ongoing.

I also listened to a phone call from October 2025 when Mr K raised his concerns about how the claim had been dealt with. Mr K told Aviva that when it was dealing with the claim it had arranged for someone, who he thought might have been a loss adjuster, to provide a quote for the work. I should note that, from what I could see, the visit was to assess the damage to see if it was covered by the policy. I couldn't see anything in the records to suggest the visit was to provide a quote or that Mr K was told this was the purpose. But, regardless of that, during the October 2025 phone call, Mr K said that following the visit he heard nothing further, but *"all I went by was that he [the supplier] said it's something that you wouldn't be able to claim for under your policy and that was it"*. So, I think this indicated that Mr K was told during the visit that his claim had been declined.

So, I've also thought about Aviva recording the claim on CUE. CUE is a database that records insurance incidents. Insurers who are signed up to CUE must make a record of any incident they are made aware of and whether it leads to a claim or not. They must also record what they have paid out in relation to the incident or claim. CUE's best practice guide promotes the need to add all costs to CUE, regardless of whether the claim is paid or not. This includes the cost of investigating a claim, even where it is then declined or the policyholder decides not to pursue it. From what I can see, Mr K made a claim, Aviva investigated it and incurred costs in doing so. So, I think it's reasonable that Aviva made a record of the incident on CUE and included its supplier's costs. This is what I would have expected it to do. Based on what I've seen, the information Aviva recorded was accurate. So, I can't reasonably require it to remove or change the record.

I've also seen from Aviva's records that when Mr K contacted it in October 2025, it provided Mr K with a written record of the claim. This was so he could provide it to other insurers if Mr K wanted to provide further information on what had happened with the August 2023 claim. When it replied to the complaint, it again described what had happened so that Mr K could provide this to other insurers if he wished to do so. It also said it would be happy to provide other insurers with further information if they required it. I think that was fair and that Aviva

did what it could to assist Mr K if he was concerned about how other insurers might interpret the CUE entry.

I'm aware Mr K was concerned that his current insurer had increased his premium when it carried out a further check on CUE after he first took out the policy. Mr K would need to contact that insurer to explain his concerns. It doesn't form part of this complaint because it's about the actions of another business.

So, having looked at what happened, I don't uphold this complaint or require Aviva to do anything else in relation to it.

### **My final decision**

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 21 January 2026.

Louise O'Sullivan  
**Ombudsman**