

## The complaint

Mr A has complained that he wasn't aware UIA (Insurance) Limited ('UIA') would record information about a claim he made under a home insurance policy.

## What happened

In 2018, Mr A made a claim for damage to a phone. He later withdrew it. A few years later, another insurer told Mr A the claim had been recorded on a database. He complained to UIA because he said he was unaware of this. He said he would have dealt with the claim differently if he had known there would be a record of it and that it had affected his premiums.

When UIA replied, it said that although the claim was withdrawn, costs had been incurred by a supplier that was instructed to validate the claim. It said that as there was an outlay, the claim needed to be recorded.

So, Mr A complained to this service. Our investigator didn't uphold the complaint. She said Mr A would have been aware that he made a claim. He was later told that the cost of the repair was less than the excess and Mr A then withdrew the claim. UIA was required to record the claim.

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

I issued my provisional decision on 17 August 2023. In my provisional decision, I explained the reasons why I was planning not to uphold the complaint. I said:

*The Claims and Underwriting Exchange (CUE) is a database that records insurance claims and incidents, including for home insurance. UIA provides information to CUE and where it responds to a claim, this must be recorded on CUE. This remains the case even where a claim is declined or withdrawn.*

*Mr A made a claim for damage to his mobile phone. UIA said it could repair the phone, which would cost about £50. However, the excess on the policy was £100. Mr A withdrew the claim. Regardless of this, Mr A had made a claim. UIA had also incurred costs to investigate the claim because it appointed a supplier who assessed the phone. UIA was required to report this to CUE, which is what it did.*

*Mr A has said he wasn't aware of this and that he would have pursued the claim and got his phone replaced had he known. However, from what I've seen, UIA wasn't offering to replace the phone. All it offered was a repair. The repair cost less than the excess.*

*Mr A has also said the claim affected his premiums. UIA has told this service the withdrawn claim didn't affect the premiums. I'm aware Mr A has said the premium increased each year "well above inflation", but this complaint isn't about the broader issue of the premiums charged. Based on what I've currently seen, the claim didn't affect the premium charged by UIA, even if the premium increased when the policy renewed.*

I asked both parties to send me any more information or evidence they wanted me to look at by 14 September 2023. Neither party provided any comments.

### **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 and for the reasons given in my provisional decision. I haven't found any reason to change my view about what is a fair outcome to this complaint. As a result, I don't require UIA to do anything further in relation to this complaint.

### **My final decision**

For the reasons I've given above and in my provisional decision, my final decision is that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 13 October 2023.

Louise O'Sullivan  
**Ombudsman**