

The complaint

Miss Z is unhappy with the way U K Insurance Limited (UKI) have recorded a motor incident she informed them about.

What happened

In March 2021 Miss Z contacted UKI to ask if she was able to make a claim against another party for damage to her vehicle. She explained someone had parked across her carport making it difficult for her to get out. When attempting to get the car out she scraped the side of her car.

UKI explained that as there wasn't any collision with the other person's vehicle, they couldn't hold the other party responsible for damage to Miss Z's vehicle. They provided details of the excess applicable if she decided to claim. Miss Z said that she was already aware the repairs were going to cost £200 and her excess was more than that so decided not to claim. The agent advised it would be noted down for information purposes only.

In 2023 Miss Z received a higher quote for her motor insurance renewal and it was then she became aware the enquiry about a potential claim in 2021 had been recorded on the claims and underwriting exchange (CUE) database. She complained to UKI as she was concerned her premiums had increased because of this and that this would impact her for years to come whilst it remained on CUE.

UKI explained that CUE is a central database for incidents reported to insurance companies which may or may not have given rise to a claim. It had been recorded on the CUE database as information only which shows no claim has been made and had no impact on Miss Z's premium with them.

Miss Z brought her complaint to this service. Our investigator felt UKI had fairly logged the claim as notification only so she didn't ask them to take any further action. As Miss Z disagreed it has been 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.

The terms and conditions of the policy set out the agreement between Miss Z and UKI. In respect of reporting incidences, it says:

"You must tell us about any incident or motoring offence that's happened since your cover started. For example, if anyone covered by the policy has had: Any motoring convictions, endorsements, penalty points, fixed penalties (excluding parking penalties), speed camera offences or disqualifications. Any incidents, thefts or losses, even if they didn't claim or were not to blame. Any insurance cancelled by another insurer for fraud or misrepresentation."

So, whilst Miss Z has said she was only looking for advice on the call, she did the right thing making UKI aware of the incident.

I note when Miss Z made the initial call to UKI, at the end of the call the agent advised it would be noted for information purposes only. Having checked the information stored on CUE I can see it is recorded as 'notify' and notes that nothing has been claimed in respect of the incident and Miss Z's no claims discount had been allowed. So, I'm satisfied it is recorded to reflect the fact that they were notified of an incident, but no claim has been made.

I understand Miss Z feels this has impacted her premiums. UKI have explained that it hasn't impacted premium's directly with them and having seen the renewal information provided by UKI I'm satisfied it supports that. I can't speak for how other insurers may have estimated its risk and determined premiums, but I'm satisfied the information recorded accurately reflects the circumstances of the situation and that UKI haven't treated Miss Z unfairly.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss Z to accept or reject my decision before 23 April 2024.

Karin Hutchinson
Ombudsman