

## **The complaint**

Mr G complains that U K Insurance Limited (UKI) have recorded incorrect information on his policy and with the Claims and Underwriting Exchange (CUE). He says this led to his policy not being renewed and that he has found it difficult and costly to find cover elsewhere.

## **What happened**

Mr G says UKI's contractors carried out work to a blocked pipe and that while they were on site they said they could also fix a leak in the manhole. He understood this to be covered under his home emergency policy, not the main household insurance policy. Mr G would like the claim record to be removed because he says he didn't authorise it.

Mr G also said he had to pay another company to make good the leak because the repair by UKI's contractor was inadequate. He would like to be reimbursed for the cost of that.

UKI looked into the matter and said they were satisfied their contractor had completed the work to a satisfactory standard and at a reasonable cost. But they felt Mr G's complaint ought to have been handled quicker than it was, so they paid him £300 compensation for that.

Mr G remained unhappy, so he asked our service for help.

An investigator here looked into the matter. They found that Mr G had asked us for help in relation to these issues before. He had been provided with a final decision by another of our ombudsmen, so the investigator felt there was no reason for it to be revisited.

Mr G didn't agree. He said the £300 compensation was for matters relating to his car insurance, that a claim relating to his gates had been mishandled and that the claim which related to the manhole leak wasn't covered by the policy – so shouldn't be recorded as a claim.

The investigator explained that they were satisfied the £300 related to his home insurance complaint, noting that the payment made no reference to car insurance. They also said the issue with the gates had been addressed previously by an ombudsman too, and so – like the claim for the leak – couldn't be revisited either.

Agreement couldn't be reached, so the matter 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.

I'm sorry to disappoint Mr G but I'm not upholding his complaint, I'll explain why.

The rules under which we operate are set out in the Financial Conduct Authority (FCA) Handbook. They say that we *may* dismiss a complaint if dealing with it would seriously impair the effective operation of our service. An example of which is where the subject

matter of the complaint has previously been considered by us, unless material new evidence has subsequently become available to the complainant.

While I've decided not to dismiss Mr G's complaint, he hasn't provided us with any material new evidence. Rather, he feels we ought to be able to uphold his complaint because he's still unsatisfied with UKI's handling, and recording, of his claims. One of our ombudsmen has issued a final decision to Mr G explaining, in summary:

They weren't persuaded the claim costs relating to the leak were inflated. So, it was fairly registered on his policy and with CUE. That the claim record relating to the gates wasn't inaccurate, so it was also right to have been recorded on CUE. And that UKI wasn't unfair in deciding not to offer policy renewal to Mr G.

It may be helpful for me to add, CUE is intended to be a factual record of costs incurred by insurers. So, if costs are incurred, and even if those costs were greater than they should have been, then they ought still be recorded. This can be the case even where claims aren't accepted. In any event, my ombudsman colleague found no inaccuracy in those records.

I would also say that the cost of claims isn't usually required to be disclosed during the application for policies, not least because the applicant won't always be privy to such information. So, even if the costs were greater than they should have been, I don't consider that to be behind the difficulties Mr G says he encountered when seeking replacement cover.

While I'm not dismissing Mr G's complaint, I haven't seen any reason why I should arrive at a different conclusion. The ombudsman in the previous case explained how they had reached their decision and while I appreciate Mr G remains dissatisfied and would like me to find failings in what UKI did, I'm not persuaded they should be required to provide any further remedy to him.

### **My final decision**

It is my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 1 January 2024.

Will Weston  
**Ombudsman**