

## **The complaint**

Mr K has complained that One Insurance Limited (One Insurance) unfairly recorded a claim against him under a motor insurance policy.

## **What happened**

Mr K was insured with One Insurance. A third-party insurer contacted One Insurance to report an incident involving Mr K's vehicle. One Insurance contacted Mr K to tell him it had been informed of a claim. The following day, Mr K contacted One Insurance and said he hadn't been involved in any accidents. One Insurance followed up with the third-party insurer. A year later, One Insurance confirmed that the third-party insurer wasn't pursuing a claim against Mr K.

Mr K later complained. He said the claim had affected him getting insurance elsewhere, including by increasing his premiums. When One Insurance replied to the complaint, it said when the claim was first made, it told the third-party insurer Mr K was denying involvement. One Insurance said it received confirmation it would no longer be contacted about the claim. It said the claim was settled as notification only. The claim was recorded on the Claims and Underwriting Exchange (CUE). So, One Insurance had requested that the notification only record was removed. It offered Mr K £200 compensation for the stress or inconvenience caused.

When Mr K complained to this service, our investigator said One Insurance made reasonable efforts to resolve the claim. It should have removed the claim from CUE earlier, but there wasn't evidence to show this had affected premiums. He said the £200 compensation One Insurance offered was reasonable because it fairly addressed its failure to remove the claim when it should have.

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.

My decision is only about One Insurance and its actions in relation to this claim and complaint. I'm unable to comment on the actions of the third-party insurer.

One Insurance was notified of a claim by a third-party insurer. So, One Insurance had a duty to investigate whether Mr K was involved. It told Mr K about the claim. Mr K replied promptly and said he wasn't involved. Shortly after this, One Insurance contacted the third-party insurer to say Mr K denied involvement. From what I can see, One Insurance chased the third-party insurer on several occasions to say Mr K denied involvement, including saying it thought it was a case of mistaken identity. But One Insurance couldn't get confirmation of whether the other insurer still intended to pursue the claim against Mr K.

Several months later, One Insurance was contacted by a car hire company seeking to recover costs related to the claim. One Insurance contacted the car hire company to dispute Mr K's involvement. Following this, One Insurance was able to confirm the claim wasn't being pursued against Mr K. This was one year after it was first informed of the claim.

I'm aware Mr K was concerned he seemed to have to prove he wasn't involved. However, I note One Insurance told Mr K it was trying to contact the other insurer because he had denied involvement. It also told Mr K the details were very vague, including that no location had been provided, the named road didn't exist in the UK and the person named as driving Mr K's car was also different.

Based on what I've seen, in my view, One Insurance took reasonable steps to try and resolve the claim with the other insurer. It was required to consider the claim. It started by contacting Mr K, who denied involvement, and also reviewed the limited information available. It explained to the other insurer that Mr K said he wasn't involved and said itself that it thought it was a case of mistaken identity. The other insurer didn't reply. When the car hire company, who was acting on behalf of the other insurer, also got in touch, One Insurance followed up promptly and again explained why it didn't think the claim was correct.

When One Insurance confirmed the claim wasn't being pursued, it recorded it as notification only on CUE. When it later responded to the complaint, it accepted it shouldn't have been recorded as a notification and took steps to remove this. I think that was fair and if it hadn't already done this, I would have required One Insurance to remove it.

Mr K has said the CUE record affected his premiums. He said his renewal premium with One Insurance increased by about £100 following the claim. One Insurance provided this service with details of the renewal premium. This showed the premium increased by about £10. There seemed to be other charges, such as a broker fee, which One Insurance wasn't responsible for and wasn't part of the insurance premium itself. One Insurance also provided evidence that the claim hadn't been factored into the renewal premium. I'm aware Mr K didn't renew the policy.

Mr K has said the notification only record on CUE also affected premiums with other insurers. I haven't seen evidence of this. However, when One Insurance responded to the complaint, it explained what had happened, including that it would remove the notification from CUE. So, One Insurance provided Mr K with written information that he can share with other insurers about this claim and its status if he wishes to do so.

When Mr K later complained about the notification being recorded on CUE, One Insurance arranged for it to be removed and offered £200 compensation. Looking at everything that happened, I think the compensation offered was fair in the circumstances to recognise the impact on Mr K. As a result, I don't require One Insurance to pay any further compensation.

**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 8 April 2024.

Louise O'Sullivan  
**Ombudsman**