

The complaint

Miss S has complained about the way UKI Limited trading as Churchill recorded an incident on a central underwriting database. A named driver made a claim under Miss S's car insurance policy with UKI.

What happened

Miss S bought a car insurance policy with UKI. The named driver (ND) under her policy was involved in an incident and made a claim under Miss S's policy.

UKI recorded the incident on a central underwriting database which other insurers can access to check a customer's claims history.

Miss S bought a car insurance policy with another insurer. The new insurer told Miss S that the central database showed that she was the incident driver.

Miss S contacted UKI who said it had correctly recorded the incident, showing that the ND was the driver. So Miss S went back and forth between UKI and new insurer, unable to resolve the issue. Miss S raised a complaint with UKI.

In November 2023 UKI didn't uphold this complaint. It said it had correctly recorded the driver as the ND and it would assist Miss S's new insurer with any queries it had.

In December 2023 Miss S asked us to look at her complaint.

Our Investigator thought UKI hadn't been clear enough when recording the incident and could understand why Miss S's new insurer interpreted the information as it did. This is because the screenshot of the central database record shows that the policyholder is Miss S – and that the policyholder was driving at the time of the incident.

The Investigator recommended Miss S's complaint should be upheld and for UKI to correct the central database. She recommended UKI pay Miss S £250 compensation for the distress and inconvenience caused.

Miss S accepted the Investigator's outcome, if UKI provides evidence it has corrected the database to her when done. The Investigator thought this was reasonable.

UKI didn't agree. It says it has correctly recorded the driver as the ND on the central database.

So the case 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 can understand why Miss S's new insurer has raised a query about the central database information.

The screenshot provided by UKI shows that it lists Miss S as the policyholder (ph). Under the description of the incident it reads “*ph was driving*”.

It goes on to list ‘additional driver’ (ad) with the subject being the named driver’s name. But because the description of the incident reads; ‘*ph was driving*’ rather than ‘*ad was driving*’ I can understand why the new insurer – and potentially other future insurers – would regard the information as it has.

So I agree that UKI hasn’t clearly recorded the incident and needs to correct it to show the additional driver was driving and not the policyholder in the description.

I think UKI should pay Miss S £250 or the unnecessary distress and inconvenience caused in having to deal with both UKI and her new insurer to try and resolve the error.

My final decision

My final decision is that I uphold this complaint. I require U K Insurance Limited trading as Churchill to do the following:

- Correct the recording of the description of the incident on the central underwriting database to show the additional driver was driving.
- Provide Miss S with evidence when it has done this.
- Pay Miss S £250 compensation for the distress and inconvenience caused.

U K Insurance Limited trading as Churchill must pay the compensation within 28 days of the date on which we tell it Miss S accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

Under the rules of the Financial Ombudsman Service, I’m required to ask Miss S to accept or reject my decision before 15 April 2024.

Geraldine Newbold
Ombudsman