

The complaint

Mr A complains Ageas Insurance Limited unfairly recorded an incident on an insurance industry database.

What happened

In April 2022 a third-party made a claim against Mr A's Ageas motor insurance policy. The third-party ultimately withdrew the claim.

In March 2023 Mr A's insurance broker wrote to him to explain the April 2022 incident was recorded on an insurance industry database, but he hadn't declared it. The broker said it would affect the cost of his insurance. Mr A complained to Ageas about the record. He said the third-party's car hadn't been damaged in the incident. He felt the claim had been fraudulent so the record should be removed from the industry database.

In response to Mr A's concerns Ageas said he had confirmed, in a phone call, the third-party's bumper had been scrapped. It said as an incident had happened it couldn't remove records. It said there had been no payment made on the claim and the no claims discount had been allowed.

Mr A wasn't satisfied so referred his complaint to the Financial Ombudsman Service. He felt the claim was fraudulent so should be removed from insurance industry databases. He's unhappy the claim record has caused his insurance premiums to increase.

Our Investigator felt Ageas had recorded the claim fairly and accurately. So he didn't recommend it amend the record or do anything differently. As Mr A didn't accept that outcome the complaint was passed 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.

Ageas has provided a screen shot of the incident record. Its notes zero payment. Ageas says as an incident occurred a record will need to remain. I'm satisfied its recorded fairly and reasonably. So, I'm not going to require Ageas to amend the record or to do anything differently.

Mr A now says the incident shouldn't be recorded as it is fraudulent. He says he was intimidated into supporting a claim. However, not long after the incident he explained, in a call with Ageas, Mr A said that he caught the front of the third-party's bumper when opening his car's door. He said he transferred some paint on to the bumper. He accepted liability for the incident.

I've listened to that call. I've considered Mr A's comment about his health affecting his account at the time. But he didn't give any indication the claim was fraudulent, or that he had been intimidated. Instead he willingly accepted catching the other car and being at fault.

Mr A says Ageas told him the incident wouldn't affect his premiums. I didn't hear it tell him that during the call I listened to, but it did explain he would need to declare it.

I realise its frustrating for Mr A that the incident is having an impact on his premiums. But I can understand why Ageas didn't consider the incident as potentially fraudulent – and hasn't been willing to amend the record or investigate his later accusations of fraud.

My final decision

For the reasons given above, I don't uphold Mr A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 15 July 2024.

Daniel Martin
Ombudsman