

## **The complaint**

Mr C complains that West Bay Insurance Plc have recorded an incident on the claims underwriting exchange (CUE) when no claim was made, and it is affecting his insurance premium.

## **What happened**

Mr C held a motor insurance policy with West Bay.

In January 2024 Mr C called his broker for some advice after his car was vandalised. Although no claim was made, the broker passed the information about the incident to the underwriters - West Bay - and West Bay recorded the incident on CUE.

When Mr C came to renew his policy, the premiums were increased and he discovered that the incident had been recorded on CUE.

Mr C complained as he didn't think the incident should be recorded as no claim was made. He also complained about a lack of a call back.

West Bay didn't uphold his complaint about the recording of the incident but did award him £10 for the failure to call back. Mr C was unhappy with this and so he brought his complaint about the claim recording on CUE to us.

One of our investigators looked into Mr C's complaint, but she thought West Bay had acted fairly in recording the incident.

Mr C disagreed with our investigator's view, and so the case has come to me to review.

## **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 not upholding part of Mr C's complaint and I will explain why.

In Mr C's policy at p21 it says:

“We, the insurer and/or the re-insurer exchange information with various databases and registers to help us check information provided, to detect and prevent crime or fraud and to obtain information about your no claims history. These may include the Claims and Underwriting Exchange Register, the Hunter Database, the Motor Insurance Anti-Fraud and Theft Register, the No Claims History Database and any other relevant industry databases or registers. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may give rise to a claim whether or not a claim is made. When you tell us about an incident, we or the insurer will pass this information to the registers and any other relevant registers.”

This means that Mr C was obliged to tell West Bay about the incident whether he made a claim or not, and they have the right to record it on any registers. This is common practice with insurers and enables insurers to use the information to accurately assess risk when considering offering a policy, and to prevent fraud and misrepresentation.

Once an insurer knows of an incident they have a duty to record it accurately, and I can see that West Bay have recorded the incident as notification only with claim costs of £0. So I'm satisfied that they have accurately record the incident in line with this duty.

I appreciate that Mr C says that he wasn't made aware that it would be recorded when he spoke to the broker – and this may be something he wishes to take up with the broker – but it doesn't change the fact that West Bay are entitled to record it.

Mr C says that the recording on CUE has adversely impacted his ability to get insurance for a reasonable price. Each insurer has their own approach to risk, and as part of that they use any information on CUE to decide whether they would be willing to offer cover, and at what premium. These are business decisions for each insurer, and they will not all look at the recording of the incident in the same way – what is an acceptable risk to one insurer, may not be to another. However, West Bay can't be responsible for the approaches of other insurers provided that the information they have recorded on CUE is accurate – which I have already agreed it is. So while I appreciate Mr C's concern about this, I can't uphold his complaint.

I can see that West Bay have paid £10 to Mr C for the failure to call him back, and I think this is fair so I don't seek to disturb this.

### **My final decision**

My final decision is that I'm not upholding Mr C's complaint about West Bay Insurance Plc, and they don't need to do anything further.

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

Joanne Ward  
**Ombudsman**