

## The complaint

Mr and Mrs T complain that Liverpool Victoria Insurance Company Limited (“LV”) unfairly recorded a claim against their home buildings insurance policy.

I’ll refer to Mrs T in my decision for ease.

## What happened

In November 2023 Mrs T called LV as her roof had been damaged during strong winds. She asked for details of a repairer. Mrs T says she’d called LV’s ‘emergency’ number but didn’t have this cover. At this point she was transferred to the claims team. Mrs T says she wasn’t covered for the damage and didn’t make a claim.

In June 2024 Mrs T received renewal information from LV. This showed she’d made a claim in November 2023. She says she only rang for advice and didn’t fill in a claim form. Mrs T says she doesn’t want this record on her policy and complained to LV.

In its final complaint response LV says it recorded this claim as “*incident only*”. It says it has had no impact on Mrs T’s renewal premium. It also says it can’t remove the record but that it was sorry its call handler hadn’t made it clearer that a claim would be recorded on her policy.

Mrs T didn’t think she’d been treated fairly and referred the matter to our service. Our investigator didn’t uphold her complaint. She says LV is required to make an accurate record of all incidents whether they result in a claim or not. She didn’t think it had done anything wrong, so she didn’t ask it to do anything in response to Mrs T’s complaint.

Mrs T disagreed with our investigator’s findings and asked for an ombudsman to consider her complaint.

It 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.

Having done so I’m not upholding Mrs T’s complaint. I’m sorry to disappoint her, but I’ll explain why I think my decision is fair.

LV has recorded an entry on the Claims and Underwriting Exchange (CUE) database relating to the incident Mrs T called it about in November 2023. CUE is used to prevent misrepresentation and identify fraud. Most insurers are signed up to it including LV. Insurers must make an accurate record on the database of any incident whether it leads to a claim or not. This record must include any costs the insurer paid. My focus here is on whether the record LV added to the CUE database in 2023 was done fairly.

Mrs T says she called LV for advice and for contact details for a repairer. I don’t dispute what

she says. The records LV has provided refer to the contact Mrs T made on 13 November 2023 as 'Incident only'. I can see the renewal information she referred to includes reference to this. Under the heading "*Claims in the last 5 years*" it says:

*"November 2023 – Storm – Information Only"*

This reflects what LV has said. That the incident Mrs T reported was recorded as an information only event.

We asked LV to provide the CUE record from 13 November 2023, which it did. It says, "*Claim status – Notify*". There is no cost recorded against this record. This shows that LV recorded this as a notification only incident and it incurred no costs. This is what other insurers will see if Mrs T applies for insurance with another provider and it searches entries relating to her on CUE.

LV says that it isn't for its claims agents to advise that a record will be logged against the policy on CUE. It confirms that it wouldn't ordinarily refer to this when a customer makes contact. I don't think what it says is unfair. This record was required regardless of whether it was explained or not.

I'm satisfied that the record LV added to CUE is accurate. Mrs T told its agent that her roof had been damaged during strong winds. The reference to this in her renewal documents says it is "*information only*". This is worded differently to the CUE record, but essentially means the same thing. There was no impact on Mrs T's premium with LV. Any future insurers will see that there was no cost associated with the November 2023 incident. LV is required to make an accurate record of any incident reported to it, which is what happened here.

I understand that Mrs T holds strong views that this record should be removed. But I don't agree for the reasons I've already explained. I can't see that LV treated her unfairly. So, I can't reasonably ask it to do anything more.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T and Mrs T to accept or reject my decision before 10 January 2025.

Mike Waldron  
**Ombudsman**