

The complaint

Mr B complains that Ageas Insurance Limited (“Ageas”) failed to amend a claim record when instructed to do so by this service, and unfairly added a further amount to this same record under his motor insurance policy.

What happened

Mr B notified Ageas of an incident that occurred in August 2021. He didn’t think this was recorded correctly on an external database and complained. Another ombudsman considered Mr B’s original complaint. She says Ageas had recorded the incident correctly. But it shouldn’t have included an admin fee for £66. She thought it fair that Ageas had since agreed to remove this fee and paid Mr B £100 compensation for the upset the matter had caused him.

Mr B contacted our service again in September 2023. When applying for insurance he found that the cost linked to the notification only incident hadn’t been removed and had actually increased to £166. Mr B complained to Ageas again. In its final complaint response dated 14 December, it says the records had been corrected. It apologised for its administrative errors and paid Mr B £200 compensation.

Mr B didn’t think Ageas had treated him fairly and referred the matter to our service. Our investigator upheld Mr B’s complaint. He says the external database record he’d seen shows £0 as the cost, but the entry is showing as “open”. He says Ageas should close the record and provide a letter of apology to Mr B for his poor experience.

Mr B didn’t think our investigator had done enough to put things right and asked for an ombudsman to consider his 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 upholding Mr B’s complaint and for the same reasons our investigator set out. Let me explain.

Ageas is signed up to the Claims and Underwriting Exchange (CUE) database. The CUE database is used by the industry to identify misrepresentation and prevent fraud. It’s administered by the Motor Insurance Bureau (MIB). As a signatory to CUE Ageas is required to make a record of any incident it’s made aware of. This is irrespective of whether a claim is made or not. The record should include any costs relating to the claim. My focus here is on whether Ageas treated Mr B fairly in the record it made.

The record Mr B complains about relates to an incident that occurred in August 2021. I’m not considering whether a record should’ve been made. This was dealt with by our service under

Mr B's earlier complaint. Our ombudsman decided it was correct that Ageas had recorded this incident. She says that it's fair it provided a letter explaining the record was for a notification incident only. And that it had reasonably agreed to remove the £66 admin fee and pay Mr B £100 compensation. What I'm considering here is what Ageas did after this.

I've seen the CUE database record that shows a cost of £166 relating to the August 2021 incident. Ageas confirms this was due to an admin error on its part. It added the £100 compensation payment to the £66 that was already on CUE. What it was supposed to do was remove the £66 and not add the £100. Had it done so this would leave a record showing no associated costs.

In its final complaint response in December 2023 Ageas says the record has now been corrected. But its submissions to our service indicate this didn't actually happen until sometime after July 2024. The most recent MIB record I've seen is dated in September 2024. This does now show there's no cost associated with the incident. Mr B's no-claims discount is confirmed as, "*allowed*". This is what I'd expect to see. And what should've been recorded when Mr B notified Ageas of the incident in 2021.

That said, the claim status of the record from MIB shows as "*Open*". Mr B had no intention of making a claim. He made this clear at an early stage. I agree with our investigator that the status of the record should be showing as closed. We contacted Ageas asking it to demonstrate the record had been amended from its 'open' status. But we didn't receive a reply. Because the record hasn't been confirmed as 'closed', I agree with our investigator that Ageas should provide Mr B with evidence of the corrected CUE record, showing it as closed.

I've thought about the impact all of this had on Mr B. He's clearly been inconvenienced when having to liaise with his new insurer, obtain MIB records of the incident and make further contact with Ageas. This shouldn't have happened had it resolved the matter when the first complaint was made. Mr B says Ageas told him in November 2022 that it removed the £66 admin fee, which was untrue and was very frustrating. He says his name has been muddled as a result of Ageas's mistake. His new insurer had to question why he hadn't reported a claim, which made him look dishonest and caused him distress.

I agree with Mr B that Ageas should compensate him for the inconvenience, frustration and upset it caused him. But I think its payment of £200 is fair in these circumstances. So, I won't ask it to pay more. I understand Mr B expects a higher level of compensation. I'm sorry to disappoint him, but this award is in line with the approach our service follows. Further information about this is available on our website should Mr B wish to read it.

Given its failure to resolve the matter after the first complaint, I think it's reasonable for Ageas to acknowledge the upset it caused Mr B by apologising in writing.

I acknowledge Mr B's comments that he wants our service to send a strong message to Ageas in order for it to tighten up its procedures and prevent recurrences. But this isn't our role. Our service is here to consider the impact Ageas's failings had on Mr B. We're not a regulator and so don't have the remit to dictate how it should run its business. The industry regulator, the Financial Conduct Authority (FCA) has access to aggregated data from the complaints we see. It's able to use this information to help inform its regulatory work. However, Mr B can highlight his concerns by contacting the FCA directly should he wish.

Having considered all of this I don't think Ageas treated Mr B fairly when it failed to amend the CUE record when instructed to. It should provide evidence that it has amended the record to show as 'closed'. He should also provide a written apology for the upset it caused him. But I think the compensation paid is fair in these circumstances.

My final decision

My final decision is that I uphold this complaint. Ageas Insurance Limited should:

- provide Mr B with a written apology; and
- provide Mr B with evidence that the record of the incident from August 2021 is showing as closed.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 24 December 2024.

Mike Waldron
Ombudsman