

## **complaint**

Mr G has complained that Carole Nash Insurance Consultants Ltd call the theft of his motorbike a fault claim on his renewal documents for his motorcycle insurance policy.

## **background**

Mr G's motorbike was unfortunately stolen in 2012 and he made a claim under his motorbike insurance policy. His broker, Carole Nash Consultants Ltd has since sent Mr G his renewal documents each year which set out his claims history. Mr G complained to Carole Nash about the claim being listed as a fault claim. He said the theft wasn't his fault. He did everything he could to secure his bike. So it upsets him every time he sees the claim worded in this way.

Carole Nash didn't uphold Mr G's complaint, so he brought his complaint to us. The adjudicator who investigated his complaint sympathised with Mr G's upset. But he believed Carole Nash hadn't done anything wrong. It was simply applying standard wording used by the motor insurance industry to record claims where the costs of the claim couldn't be recovered.

Mr G said he understands that this isn't something Carole Nash may be directly responsible for. But if the wording reflected what actually happened, he'd find it more acceptable. Having his much loved motorbike stolen was bad enough. But to record it as being his fault adds insult to injury. He feels that the Ombudsman Service should communicate this valid grievance from consumers to the insurance industry and ask them to change the way they record claims.

So the matter has been passed to me to decide.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

It's clear that Mr G understands the reason why Carole Nash recorded the claim the way it did. So I don't intend to go over that in detail again. The remaining issue is the choice of terminology used by the insurance industry – and whether we should do something about that.

I can understand why Mr G is frustrated about seeing the claim on his renewal documents recorded as a fault claim when his bike was stolen. Because the police didn't catch the thief and his insurer couldn't claim the costs of Mr G's claim from a third party, it didn't record the theft as a 'non fault' claim.

Our role is to investigate individual complaints and to look at whether a business has been reasonable to a customer or not. Where things go wrong, we consider the impact of a business' actions and what it did to put things right.

We don't decide what wording the insurance industry widely uses to record claims on its internal and external databases. But we do give feedback through working relationships between us and other regulators and insurance groups. What I can say is that Carole Nash has correctly applied the industry's current accepted and understood way of recording Mr G's claim. So in this case, I don't think Carole Nash has done anything wrong.

Carole Nash has told us that the Association of British Insurers may be able to discuss the matter of how claims are recorded and the terminology used. Their address is:

One America Square  
17 Crosswall  
London  
EC3N 2LB

**my final decision**

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 31 July 2017.

Geraldine Newbold  
**ombudsman**