

The complaint

Mr A complains that Aviva Insurance Limited trading as Quotemehappy.com (Aviva) recorded a claim against him on a motor insurance policy.

What happened

Mr A insured his car with Aviva. It contacted him to say it had been told by another insurance company that he'd been involved in an incident. Mr A denied this was the case and sent photos of his car and details of people he'd been with on the day of the incident.

Aviva denied liability for the incident and the matter was taken to arbitration. Mr A was found liable for the incident so Aviva recorded the claim against him and added a record of the claim to databases.

When Mr A was renewing his policy, he was told that the claim had been settled and he'd been found liable for the incident. He complained to Aviva. It said it should have told him about the finding of liability and offered £200 compensation.

Mr A didn't accept this. He wants Aviva to remove the reference to the claim from databases and a significantly higher amount of compensation. He brought the complaint to our service. Our investigator didn't think Aviva should do any more than it had already offered. He considered there was enough evidence to suggest Mr A's car had been involved in the incident.

Mr A's asked for an ombudsman's decision. He says the information relied on by Aviva is incorrect, he can prove he wasn't involved in the incident by way of witnesses and that the photos relied on as evidence of the car having been involved were from a previous incident which happened 3 years before.

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.

At the outset I should say that I won't be considering liability for the incident in question. What I will look at is whether Aviva did enough to present Mr A's position at arbitration, and then whether it's acted fairly in recording the claim against Mr A after liability was determined.

Aviva's presentation of Mr A's position

I can see that Aviva were informed by Mr A that he hadn't been involved in an incident as was being alleged, and that when it asked him to provide further information he did this. He sent photos of the car, and also names and contact details of witnesses he said could confirm he hadn't been involved in an incident.

But I can also see that there's no evidence Aviva then followed up on this information by contacting the witnesses to validate Mr A's account. And the notes from arbitration suggest no witnesses were put forward to refute the other insurer's account of what had happened.

So I don't think that Aviva did all it could before the arbitration in order to present Mr A's position. But I'm not convinced it would have made a material difference to the determination that the incident had occurred. The damage shown in the photos provided by the other insurer show damage to the rear driver's side of the car. But the photos sent by Mr A don't show the same parts of the car.

Mr A believes that the photos provided by the other insurer are from the previous incident. But the previous claim was for damage to the front driver's side of the car. The photos don't show damage of this type, so I'm not persuaded they were taken at the time of the previous incident. I've also seen evidence from Aviva showing that there was no damage to the part of the car shown in the photos of this incident when the previous claim was made. I'm not satisfied Mr A has shown any reason for me to believe the photos of the damage aren't from this incident.

The photos of the car provided by the other insurer also show that the car has taxi registration plates attached to it. I know Mr A suggests the photos were from a previous incident but Aviva's shown that at the time of the previous incident, the car wasn't registered as a taxi. So I'm satisfied that the photos are from the date that's been suggested by the other insurer. I'm not persuaded that Aviva could have realistically denied Mr A's car was involved in the incident based on the evidence available to it.

The recording of the claim against Mr A

With the arbitration having concluded that Mr A was liable for the incident, and with Aviva having insufficient evidence on which to deny the car hadn't been involved, it seems reasonable for a claim to be recorded against Mr A.

I know Mr A's provided evidence from his employer that at the time of the incident, he was at work. And he's also provided witness statements from two people who were with him. These say they were with him after he finished work. But I can see that, when Aviva was investigating his complaint, it spoke to one of the witnesses. On that occasion, the witness' account would suggest they were with Mr A at the time of the incident. So there seems to be a discrepancy about where Mr A was at the time of the incident. One of the witnesses has said they were with Mr A, whereas he says he was at work.

And, as I've said, the evidence of the photos is, I think, persuasive in terms of showing that the car was involved in the incident. Mr A's policy lists himself and a female as drivers of the car. The photographs of the incident show a male was driving the car. He's not suggested anyone else was driving the car at the time of the incident.

So I think Aviva had enough evidence to show that Mr A's car was involved in the incident. Of the two drivers named on the policy, Mr A is the only one who could reasonably be assumed to have been involved based on the photos. And in the absence of anything to show that someone else was driving the car, it was fair for it to record a claim against him.

But having recorded the claim, I think Aviva should have told Mr A about this. But it didn't, and he only learnt about this when he came to renew his policy. Aviva's acknowledged it should have done better and offered to pay £200 compensation in recognition of its error. I think this is a reasonable offer. Mr A's been distressed by learning about what had happened in this way and gone to significant lengths to disprove what Aviva has said. I know Mr A thinks Aviva should pay more compensation because of what's happened, but I think the

amount offered fairly reflects the level of distress and inconvenience caused by Aviva's error. I won't be asking it to increase the amount of compensation it pays Mr A.

My final decision

It's my final decision not to uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 25 April 2020.

Ben Williams
Ombudsman