

## **The complaint**

Mr N complains Liverpool Victoria Insurance Company Limited (LV) provided a poor level of service after he made a claim on his motor insurance policy. And he was unhappy with the liability decision reached.

## **What happened**

Mr N's car was hit by a third-party vehicle when it was parked in a department store carpark. The third-party vehicle driver did not stop or leave any details.

Mr N's front facing in car camera recorded a white van with a logo on the side leaving the scene. Mr N also spoke to the department store manager who reviewed the carpark CCTV, and this showed it was a white van.

Mr N made a claim on his motor insurance policy that he held with LV.

LV accepted his claim. It contacted the department store to obtain CCTV footage of the incident.

When LV reviewed the footage received it was unable to obtain the registration number of the third-party vehicle. It contacted the department store again to see if further footage from alternative cameras was available, but due to the time elapsed since the incident, all footage from the date of the incident had been overridden.

LV settled Mr N's claim and his car was repaired, but he was required to pay his policy excess of £400. Mr N said as LV had left it too late to obtain further information of the third-party vehicle it should cover his excess.

LV did not agree. It said his excess was part of his policy. It paid him £75 to say sorry for the number of calls he had to make to chase it for updates on the footage, and for any conflicting advice it provided about receipt of the footage.

As Mr N was not happy with LV, he brought the complaint to our service.

Our investigator did not uphold the complaint. They looked into the case and said they didn't think B needed to take further action to resolve the complaint. They said the terms of Mr N's policy confirm £400 excess is payable towards any claim. They thought LV had taken reasonable steps to try to pursue a non-fault liability decision on Mr N's behalf but hadn't been able to obtain evidence of the third-party vehicle registration. They thought the £75 compensation paid is reasonable in respect of time spent by Mr N contacting LV for updates.

As Mr N is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

## **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 saw that three days after Mr N reported the incident to LV, it contacted the department store to request a copy of any CCTV footage it may hold showing the incident. I also saw evidence of LV chasing receipt of this in September 2022. Viewable footage was not received until October 2022.

I also saw Mr N made a number of calls to LV during this time to chase it for updates on the CCTV footage. On one call LV told Mr N it had been received but it was then found the file was too large to upload and it could not be viewed on the site it was directed to. LV accept there was confusion about the receipt of the footage.

The registration number of the van was not visible on the CCTV footage received and I saw LV contacted the department store again and asked for any further footage it held. It was told it had now been overridden due to the time that had passed since the incident took place.

As LV asked for the CCTV footage within three days of the incident being reported to it, I think this is an acceptable timescale. I cannot hold LV responsible for the time taken for the department store to send in the footage in a viewable format or that it had overridden it.

I understand Mr N feels LV could have been more proactive in obtaining the CCTV footage. However even if it was obtained at an earlier date it was unlikely LV would be able to make a recovery from a third-party due to it not being able to see the registration details. I don't think CCTV footage of the third-party vehicle leaving the carpark could prove it had caused the damage to Mr N's car.

While it took approximately two months for the viewable CCTV footage to be sent to LV by the department store, it did eventually receive it. The evidence on the CCTV footage had not changed in this time, it did not show the registration number of the other vehicle and so LV were still in the position it would have been if it had received it after its first request.

As the department store had said its CCTV had been overridden, there was no reason to continue to ask for further coverage.

LV said as the name of a company was visible on the CCTV it contacted them for comments on the incident. However the company disputed any involvement and said it no longer owned the van.

It is also in LV's interests to obtain the third-party details to enable it to recover its own costs. There is no reason for it not to pursue the evidence if it were able to identify the third-party. After considering the attempts made by LV to identify the third-party I think the efforts it made were reasonable.

Mr N took out his policy with a mandatory excess of £100 and he chose a voluntary excess of £300. In situations like this, where there was no third-party identified to claim costs from, it is not unusual or unreasonable for the policy excess to be payable by the policy holder.

Mr N said he was told LV would cover the excess. However during the call made to LV when he first made his claim the call handler said the excess was applicable. I have not found any evidence of the policy excess being discussed on other calls.

LV maintain the policy excess is payable by Mr N and it is part of the terms and conditions of the policy and is payable regardless of blame.

I looked at the terms and conditions of the policy. On page 12 it says;

*"We're entitled to:*

- have total control to conduct, defend and settle any claim; and*
- take proceedings, in your name or in the name of any other person claiming under this insurance, at our own expense and for our own benefit to recover any payment we've made or to pursue a claim for damages."*

This means LV are able to settle this claim as it sees fit. LV said it would reimburse the excess if a full recovery had been made from a third-party.

I do understand how frustrating this situation will be for Mr N as he parked his car, and it was damaged when he returned to it. And because it was not possible to obtain evidence of the third-party who caused the damage, he has had to pay the excess on his policy.

I do not think LV caused any avoidable delays in obtaining the CCTV footage and I cannot hold it responsible for being unable to contact the third-party to obtain its admittance of liability. And as it was unable to obtain the details of the third-party responsible, I think LV fairly applied the policy excess to this claim.

LV have paid Mr N £75 to say sorry for the number of calls he made to chase it for updates on the CCTV footage and for any conflicting advice provided about receipt of the footage. I think this is a fair amount for the time spent by Mr N.

Therefore, I do not uphold Mr N's complaint and do not require LV to do anything further in this case.

### **My final decision**

For the reasons I have given I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 17 August 2023.

Sally-Ann Harding  
**Ombudsman**