

The complaint

Mr N says Advantage Insurance Company Limited mishandled a claim he made on his motor insurance policy by not trying to gather all the evidence that was potentially available.

What happened

Mr N was involved in an accident on a roundabout with another driver. Each blamed the other, but Mr N told Advantage on 6 December 2021 that there was CCTV coverage. Advantage later said liability should be split between the parties, but the other insurer held Mr N fully at fault and started legal proceedings. Advantage is defending the claim, but Mr N says it could have been avoided had the CCTV footage been sought – and he wouldn't have had to pay the policy excess. When Mr N complained to Advantage, it accepted that it should have tried to obtain the footage (although it says it asked Mr N to find out who owned the cameras, and he didn't do so). It apologised and offered him £30 compensation.

Mr N complained to us and one of our investigators reviewed his complaint. She thought Advantage had acted reasonably. She said there was no guarantee the cameras would have captured the incident. And she said Mr N hadn't returned the accident report form ('ARF') that Advantage said it sent him on 7 December 2021 until 4 February 2022. She said any reference Mr N made in it about the CCTV coverage would have been too late, as any footage would probably have been deleted before then.

As there was no agreement, the complaint was passed to me for review. I issued a provisional decision upholding it, and making the following points:

- Advantage said its advisor *would have* asked Mr N to find out who operated the cameras – which falls short of saying he was definitely asked. There's no reference to the request in the claim notes, or to Advantage chasing Mr N for progress. Mr N says he wasn't asked, and that he wouldn't have known what to do anyway. He expected his insurer to carry out all the necessary enquiries.
- Once Mr N had told Advantage there could be CCTV footage of the accident, it should have checked that straight away. It would have known how vital such evidence can be - and that it was likely to be deleted after a short time.
- Advantage suggested that it expected to get CCTV details from Mr N in the ARF. But there's no evidence that it was sent to him before 31 December 2021, close to the likely date of the footage's deletion. When he was told the form had been sent to him again on 4 February 2022 he returned it within three days. He says it was the only ARF he received.
- Although the CCTV cameras may not have recorded what happened, it's just as likely that they did. So it's possible that liability could have been established shortly after the accident. The footage could have shown that *both* drivers were at fault, or that only one of them was. Either way, Mr N wouldn't have had to face a long period of worry and frustration, with the prospect of a court hearing.

- £30 compensation isn't enough to reflect the distress and inconvenience Mr N has faced, so Advantage should pay him £200 in total.

I asked the parties to comment on my provisional findings. Advantage said it had now checked and had found only one CCTV camera on the roundabout, pointed away from where the accident took place. So the fact that it didn't seek any CCTV footage made no difference to the outcome. Mr N said the compensation proposed was insufficient, as he'd had to pay the policy excess of £500. And he provided better images of the cameras he said might have recorded the incident.

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.

Advantage has shown that a high-level camera on the roundabout is pointed at the motorway below. But when I checked images of the roundabout myself, I could see two low-level cameras, which is in line with the evidence Mr N has provided. From what I could see, they're 360-degree cameras, as Mr N said. I can't be certain they're positioned to cover the exact spot where the accident happened, but Mr N is sure they are, and he may be right.

Advantage has already accepted that it was at fault, and I think the point is that it should have carried out a thorough check *at the relevant time*. Even if it could show now that there are no cameras that could have covered the incident (which I don't think it can) it's more than 18 months too late. As a result of its poor service in 2021, Mr N faced much ongoing frustration and upset due to the potential loss of crucial evidence *and* in having to pursue Advantage to deal with his concerns. As I think that was easily avoidable, in my opinion it's fair and reasonable to require Advantage to pay him £200 compensation in total. I don't think it would be fair or appropriate to increase that sum, as Mr N has asked. I know he thinks he's lost out because he shouldn't have had to pay the policy excess, but it's payable on every claim. Should he be found not to be at fault later, Mr N will be able to claim it back.

My final decision

My final decision is that I uphold this complaint. I require Advantage Insurance Company Limited to pay Mr N £200 for distress and inconvenience. Under the Financial Ombudsman Service's rules, I must ask Mr N to accept or reject my decision before 22 September 2023.

Susan Ewins
Ombudsman