

The complaint

Miss E complains about how Advantage Insurance Company Limited dealt with a claim on her car insurance policy.

What happened

Miss E's car was parked when it was hit by another car, so Miss E claimed on her policy with Advantage. Miss E told Advantage there was CCTV in the area and asked it to obtain it to identify the person who hit her car.

Advantage arranged for the repairs to Miss E's car and recorded the claim as "fault", as it couldn't obtain the CCTV and identify the other driver. Unhappy with having the claim recorded as "fault" Miss E complained to Advantage. She said it hadn't properly tried to obtain the CCTV footage, and this had resulted in the claim being recorded against her.

Advantage reviewed the complaint but didn't uphold it. It said, as it was unable to recover the repair costs to Miss E's car, the claim was correctly marked as "unrecoverable". Advantage also said it had tried to obtain the CCTV footage, but the owner of the camera said there wasn't any footage. Miss E didn't agree and referred her complaint here, she said she'd had to chase Advantage about the CCTV footage and didn't think it had done enough to get hold of it.

Our Investigator reviewed the complaint and upheld it. She didn't think Advantage had done all it could to get the CCTV footage. However, even if the footage had been obtained our Investigator wasn't persuaded it would mean Advantage could recover its costs. She asked Advantage to pay £300 compensation for the poor claim handling.

Advantage didn't agree. It said Miss E had raised two other complaints about the same claim and it had already paid £355 in compensation. Advantage thought this was enough for all the failings in the claim. Miss E replied and accepted the additional compensation but didn't agree the claim should be shown as her fault.

As neither party agreed, the complaint has to me to decide. I issued a provisional decision on this complaint on 10 June 2024 where I said:

"The terms and conditions of Miss E's policy, like most policies we see, give Advantage the right to take over the defence or settlement of any claim, as it sees fit. That means it might make a decision Miss E disagrees with and not try to recover its outlay or settle a claim from the third party or their insurer. But we'd look at whether Advantage made a reasonable decision in doing this based on the evidence it had and the circumstances of the case. In this case Miss E's car was hit while it was parked. As the person who damaged Miss E's car hasn't been identified then Advantage is unable to attempt to reclaim its outlay on this claim. I understand Miss E feels this is unfair as she wasn't in the car at the time, but the recording of the claim is about whether Advantage can recover what it's paid out on a claim, it doesn't mean Miss E has done anything wrong. And as Advantage is unable to recover its claim costs for this claim, I'm satisfied it's acted fairly in recording the claim as it has."

Miss E has also raised concerns with Advantage not obtaining the CCTV footage, she's said if it had done more than this would have meant the claim wouldn't be recorded against her. I can see from Advantage's internal notes that Miss E provided Advantage with the details of who might have CCTV footage of the incident. I can also see a response a few weeks later which says the CCTV owner had replied and said they didn't have footage of the incident.

While Advantage hasn't shown it requested the CCTV footage or provided the responses, I'm not persuaded they make a difference here. I say this as Miss E has provided copies of correspondence, she has sent to different parties trying to obtain CCTV footage. Miss E has also provided two responses and neither of the people she contacted had footage of the incident. So even if Advantage had done more, I'm not persuaded it would have been able to obtain the CCTV footage.

I've also considered Advantage's point about the compensation paid across two other complaints about this claim. Miss E hasn't referred those complaints to this service, so I've not considered them here. However, when taking into account the total compensation Advantage has paid across this claim, I'm not persuaded Advantage needs to pay more compensation for this complaint."

Advantage didn't provide any further comments in response to my provisional decision. Miss E replied and disagreed with it. She said that Advantage had failed to communicate with the relevant parties to obtain the CCTV footage. Miss E said Advantage needed to show it had tried to obtain the CCTV footage and by it not attempting to get the CCTV footage had resulted in the loss of her no claims discount. Because of this Miss E explained it had caused her insurance premiums to increase.

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've considered Miss E's response to my provisional decision, but I'm not persuaded to depart from it. As explained in my provisional decision, while I'm not satisfied Advantage has shown it attempted to obtain CCTV footage, I'm not persuaded if it had it means this claim would have been found in Miss E's favour. I say this because Miss E contacted numerous different parties to try and obtain CCTV footage and was unable to do so for the reasons explained above.

I'm therefore not persuaded that if Advantage had tried to obtain the CCTV footage, it would have been able to get it. Even if Advantage had managed to find CCTV footage of the incident, it doesn't necessarily mean it would have meant Advantage could successfully recover its outlay on Miss E's claim. I'm therefore not going to tell Advantage to do anything else.

My final decision

For the reasons explained above and in my provisional decision, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss E to accept or reject my decision before 25 July 2024.

Alex Newman
Ombudsman