

## **The complaint**

Mrs B and Mr B are unhappy that Aviva Insurance Limited recorded a claim they made as a fault claim, without attempting to obtain CCTV of the third-party car which damaged their parked car.

## **What happened**

Mrs B and Mr B's parked car was hit, and the third-party drove away. The incident was caught on a video doorbell, but this didn't show the third-party car registration.

Mrs B and Mr B asked Aviva whether it wanted to know the locations of nearby CCTV cameras which might have caught the third-party car fleeing the area, but Aviva didn't respond. Because of this, Mrs B and Mr B want the fault rating changed to a non-fault rating.

Aviva accepts that the service it provided fell short. It has offered £150 compensation to reflect this. But it says that had the email been picked up, Mrs B and Mr B would have been advised to request CCTV themselves. And that because they weren't aware of a specific camera which caught the incident, the chances of being granted a blanket, area-wide, CCTV request which actually caught the third-party registration details were unlikely. So, Aviva didn't agree that its failure to action the email had a material effect on the outcome.

An investigator at the Financial Ombudsman Service considered Mrs B and Mr B's complaint but didn't think it should be upheld. He said, on the balance of probabilities, the chances of Aviva acting on the email in good time changing the way the claim was recorded were slim. He thought the offer of £150 compensation for the poor service was a fair way to resolve the complaint.

Mrs B and Mr B didn't accept the investigator's assessment, so the complaint has been passed to me to decide.

## **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.

Having done so, while I appreciate it will likely come as a disappointment to Mrs B and Mr B, I agree with the conclusions reached by the investigator. I'll explain why.

It's not in dispute that Mrs B and Mr B contacted Aviva about potential CCTV locations and that the email was overlooked. What I need to decide is whether, on balance, this failure had a material impact on the way the claim has been recorded. This means that to uphold Mrs B and Mr B's complaint, I'd need to be persuaded that but for Aviva's error in overlooking the email, it's most likely that CCTV footage which identified the third-party driver would have been obtained.

Aviva says it usually requests the party involved in an accident requests the CCTV footage as local authorities can be reluctant to share footage more generally because of data protection concerns. And in this case, Mrs B and Mr B weren't asking Aviva to obtain CCTV footage which captured the incident. Instead, they wanted Aviva to request CCTV footage from local cameras which *might* have captured the third-party car fleeing the area. So, it isn't guaranteed that the local authority would have provided the CCTV footage of these cameras in these circumstances.

Additionally, even if the local authority had been approached, and had provided the footage – which I think is unlikely – it's still not guaranteed that any of those cameras would have caught the third-party car at all, let alone captured the registration number clearly enough for Aviva to be able to successfully pursue a recovery of its costs.

In these circumstances, while I can fully appreciate Mrs B and Mr B's frustrations at having a fault claim recorded against them for an incident which wasn't their fault, I'm not persuaded Aviva's failure to action their email would have made a material difference to claim being recorded as fault. This is because a claim would always be recorded as a fault claim where the insurer has incurred costs which weren't recoverable from the third-party driver.

That said, I do fully appreciate it would have been both frustrating and distressing when Aviva failed to acknowledge or respond to Mrs B and Mr B's email, as well as being inconvenient to have had to chased this up when their email went unanswered. And I'm pleased to see that Aviva accepted this too. Aviva apologised for its oversight and has offered Mrs B and Mr B £150 compensation.

Considering the avoidable distress and inconvenience Mrs B and Mr B have suffered as a result of Aviva's error, I'm satisfied the amount offered is sufficient to fairly put things right. So, I'll not be directing Aviva to do anything more than it has already offered to do.

### **My final decision**

Aviva Insurance Limited has already made an offer to pay £150 to settle the complaint and I think this offer is fair in all the circumstances.

So, my decision is that Aviva Insurance Limited should pay £150 – if it hasn't done so already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Mr B to accept or reject my decision before 31 March 2025.

Adam Golding  
**Ombudsman**