

The complaint

Mr E complains West Bay Insurance Plc (West Bay) unfairly accepted and recorded partial liability on a claim made on his motor insurance policy after an incident. He further complains that West Bay failed to call him back when it agreed to do so.

West Bay are the underwriters of this policy i.e. the insurer. Part of this complaint concerns the actions of the intermediary. As West Bay have accepted it is accountable for the actions of the intermediary in my decision] any reference to West Bay includes the actions of the intermediary.

What happened

In 2018 Mr E was involved in an incident with a third-party vehicle in which his van was damaged. He did not accept any liability and engaged a solicitor to deal with the matter.

The incident was reported to West Bay by the third-party. The third-party suggested the claim was settled as 50/50 liability. Mr E did not agree to any split liability and informed West Bay he was not claiming until liability was resolved.

Mr E's solicitor advised West Bay that the claim had been settled as non-fault.

The third-party insurer advised West Bay the claim should be recorded on a 70/30 split. This split was recorded by West Bay on the Claims Underwriting Exchange (CUE).

In June 2023 Mr E contacted West Bay as he had found the incident liability had been recorded at 70/30. He said his insurance premiums had increased due to this. He said he had never accepted any liability and the third-party had accepted fault.

West Bay investigated and accepted it had made a mistake. Liability for the incident was corrected as non fault by West Bay and it issued Mr E £400 in compensation for the mistake and for the poor service received as it failed to call him back as agreed.

Because Mr E was not happy with West Bay, he brought the complaint to our service.

Our investigator did not uphold the complaint. They looked into the case and said it was clear West Bay had made an mistake in way it recorded the road accident on the CUE database. They thought West Bay had done enough to put things right as it had corrected its mistake and the £400 paid to Mr E for the upset and inconvenience caused was a fair amount.

As Mr E 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.

In this case as West Bay accepted it had made a mistake when recording liability for the claim, I considered if its offer to put things right for Mr E were fair and reasonable.

I saw evidence that West Bay has updated the CUE database records to show the incident was non fault to Mr E. I saw it also issued Mr E with a letter that confirmed the incident in question was closed as no fault to him. This letter also confirmed his no claim bonus was allowed. Should his current or any future insurer require evidence to support any checks made on CUE Mr E can show this letter to them.

Mr E had to spend time and effort contacting West Bay to resolve this issue and get the incident liability recorded correctly. I saw from 16 June 2023 he had to make repeated calls to West Bay because it failed to make the agreed call backs. I understand the poor service from West Bay will have caused frustration and upset to Mr E in addition to taking more of his time than was necessary.

Mr E said compensation paid by West Bay should consider the time between the incident liability being recorded incorrectly as 70/30 fault up to the time the mistake came to his attention in June 2023. He said he had continued to insure his car with no claims or faults and there may have been implications with cover if another accident had happened.

Although I understand why he has said this, nothing did happen. I am only able to tell West Bay to pay compensation for the impact of things that have happened. I am not able to award for the impact of things that could've happened but didn't.

I considered if it was likely there had been an impact on Mr E's motor insurance premiums after he allowed his policy with West Bay to lapse in June 2020 and found cover with an alternative insurer. And I think it's unlikely he will have lost out premium wise because he said he had not declared any claims or faults.

In this case I think the £400 compensation paid to Mr E is fair for the upset and inconvenience caused from June 2023 to August 2023 when the corrections were made by West Bay. And it is in line with what our service thinks is reasonable.

I think as West Bay has now corrected the information on CUE, provided a premium recalculation letter and paid the £400 compensation it has done what it needs to put things right for the mistake it made in this case.

Therefore, I do not uphold Mr E's complaint and I do not require West Bay 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 E to accept or reject my decision before 7 March 2024.

Sally-Ann Harding
Ombudsman