

## **The complaint**

Mr H is unhappy with the service provided by West Bay Insurance Plc (West Bay) following a claim made by a third party on his car insurance policy.

## **What happened**

In April 2023 West Bay received notification from a third party insurer (TPI) of an incident involving Mr H's car in February 2023. West Bay wrote to Mr H advising him of this. Mr H contacted West Bay and explained that that he was not driving at the time of the incident, and that it was a mechanic that had recently completed an MOT on his car. The mechanic also discussed the claim with West Bay and confirmed what Mr H had explained.

From April 2023 to January 2024 West Bay continued to pursue the TPI for confirmation that it had successfully redirected their claim. But West Bay did not hear anything back. Mr H complained to West Bay about the open claim on his policy.

West Bay responded to Mr H saying *'As advised, we are chasing the TPI to gain confirmation that they have successfully redirected their claim. Once we receive confirmation, I have noted on file for confirmation to be sent to you.'* West Bay also acknowledged that it *'could have been more proactive in obtaining the drivers details during the telephone conversation on 20 April 2023... had we of noted the relevant information, this could have been provided to the TPI when we initially issued correspondence on 21 April 2023.'* West Bay offered Mr H £50 for the lack of communication with him.

Unhappy with the response from West Bay, Mr H brought his complaint to this service for investigation. Mr H said he was unhappy with the decision to record the claim against his policy when he had provided evidence confirming he was not involved in the incident.

The investigator found that West Bay had not acted reasonably in keeping Mr H's claim open for as long as it had. The investigator asked West Bay to remove details of the claim from Mr H's policy. Mr H accepted these findings. West Bay did not respond to the investigator's findings. As the complaint could not be resolved it was passed to me for decision.

## **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 focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. When we investigate a complaint about an insurer's decision on a claim, our role is to consider whether the insurer handled the claim in a fair and reasonable manner.

Given what Mr H had explained about the circumstances of the incident, there was a responsibility on West Bay to ensure that the claim was closed at the earliest opportunity. I accept that the decision to defend, or settle the claim was with West Bay to make. But, we'd

expect an insurer to take reasonable steps to carry out a fair and thorough investigation, and to keep their customer updated on this. West Bay's service fell short of this.

It's not disputed that Mr H told West Bay that the incident shouldn't be recorded against his policy as he was not the driver at the time. And West Bay hasn't disputed Mr H's version of events. West Bay has also admitted that it ought to have clarified details of the driver at the time of discussing the circumstances of the incident with Mr H in April 2023. I've also seen that Mr H repeatedly provided this evidence to West Bay, but the claim has yet to be removed from Mr H's policy. This amounts to poor service.

I've carefully considered what West Bay has explained about waiting for a response from the TPI. But given the time that's already passed, I don't agree that this would be a fair outcome in the circumstances. West Bay doesn't dispute what Mr H has said about not driving his car at the time. And the responsible driver has confirmed their involvement in the incident. So there's no justifiable reason for the claim to remain on Mr H's record. On balance it's reasonable for West Bay to remove the claim from Mr H's policy at this time, and should any new evidence be presented, this can be considered by West Bay in line with the terms and conditions of his policy.

I note Mr H's complaint was brought to this service around the time his policy was due for renewal. In his complaint form, Mr H referenced the risk of losing his no claims discount at renewal. But I haven't seen any evidence of any losses suffered by Mr H. As part of my direction for putting things right, I have asked West Bay to consider any evidence sent by Mr H for any additional losses incurred.

### **Putting things right**

West Bay is directed to:

1. Remove the claim concerning the incident from February 2023 from Mr H's policy;
2. Pay Mr H compensation of £50 (if this amount has not already been paid); and
3. Following evidence from Mr H, consider Mr H's claim for any additional losses caused by the claim remaining on Mr H's policy until the date it is removed.

### **My final decision**

For the reasons explained above I uphold Mr H's complaint.

West Bay Insurance Plc must follow my directions above

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 12 July 2024.

Neeta Karelia  
**Ombudsman**