

The complaint

Mr F is complaining that West Bay Insurance Plc (West Bay) are holding him at fault for an accident after he made a claim against his motor insurance policy.

What happened

In May 2023 Mr F was unfortunately involved in a car accident involving a third party vehicle. The incident was reported to West Bay. West Bay told Mr F he would be held at fault for the accident but Mr F didn't agree this was reasonable and so raised a complaint.

West Bay considered Mr F's complaint but didn't uphold it. It said based on the evidence provided Mr F was performing a more high-risk manoeuvre when the incident took place and so he would be held responsible for the collision. Mr F didn't agree with this and so referred his complaint to this Service.

Our investigator didn't uphold Mr F's complaint. She said the terms of Mr F's policy entitled it to settle the claim as appropriate and she didn't think it had made an unreasonable decision based on the evidence provided. Mr F didn't agree with our investigator. He didn't think West Bay had appropriately considered the evidence he provided it and the third party was at fault for the incident.

As Mr F didn't agree with our investigator, 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.

I want to acknowledge that I've summarised Mr F's complaint in less detail than he has presented it. I've not commented on every point he has raised. Instead I have focussed on what I consider to be the key points I need to think about. I don't mean any discourtesy about this, but it simply reflects the informal nature of this Service. I assure Mr F and West Bay that I've read and considered everything that's been provided.

I should first explain that it isn't this Service's role to say who's at fault for causing an accident as that is the responsibility of the courts. Our role is to look at whether West Bay carried out a fair investigation, reviewed all the evidence it has and has come to a reasonable decision.

The terms of Mr F's policy allow West Bay to take over and conduct the defence or settlement of any claim made under the policy. So it was entitled to settle the claim on what it believed to be the best terms and it had the final say on how to settle a claim. However it needed to exercise this right fairly and reasonably, taking into account everything both parties have provided.

Mr F provided a written version of events to West Bay. He said he was on the hard shoulder of the motorway indicating to join it, and only did so once the lane was clear. He has said he

didn't see what happened, but presumed the third party was belatedly crossing lanes to exit at the junction and drove into Mr F's vehicle.

West Bay said as Mr F was pulling from the hard shoulder and re-joining the road there was a greater onus on him to ensure it was safe to do so. It said Mr F was making an assumption about the third party's actions as his written version of events confirm he didn't see the third party vehicle, and so Mr F wouldn't make a good witness. It also reviewed the damage that was on Mr F's vehicle and the third party vehicle and said it was clear Mr F had entered the motorway when unsafe to do so.

I'm satisfied from the evidence provided that West Bay did consider Mr F's version of events, and all of the evidence available before reaching its conclusion holding Mr F at fault for the accident. I acknowledge Mr F feels strongly West Bay have reached the wrong decision in holding him at fault for the accident. However as I have said West Bay are entitled to take over and conduct the defence and settlement of any claim under the policy and given it has considered everything both parties have provided I can't say it has done so unreasonably.

Mr F has said he believes West Bay have taken into consideration his age when deciding to hold him at fault for the accident. However I've not seen any evidence to suggest Mr F's age was a factor in West Bay's decision to hold Mr F at fault for the accident and it has instead relied on the evidence available to it such as the version of events provided and vehicle damage.

My final decision

For the reason I've outlined above I won't be upholding Mr F's complaint about West Bay Insurance Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 15 November 2024.

Andrew Clarke
Ombudsman