

The complaint

Mrs M's complained that West Bay Insurance Plc settled her motor insurance claim on a 50/50 basis, even though she says she wasn't at fault.

What happened

Towards the end of 2023, Mrs M was involved in a road traffic accident. She was making a right turn when another car came up the wrong side of the road from behind her and hit her as she turned.

Both cars were damaged. West Bay and the other driver's insurer agreed that liability should be split and the claim should be settled on a 50/50 basis.

Mrs M complained about West Bay's decision on liability – which she said had led to an increase in her premium - and about delays in responding to the other driver's insurer. She was also unhappy that West Bay had delayed in dealing with her complaint.

In their response, West Bay admitted they'd delayed in logging Mrs M's complaint and that they'd not always answered the other insurer's correspondence promptly. They paid Mrs M £150 for these shortcomings. But they explained they didn't have sufficient evidence to defend the claim if it went to court, which was why they'd settled it on a 50/50 basis. And they said that it was inevitable that Mrs M's premium would increase while she had an open claim.

Mrs M didn't accept West Bay's response and brought her complaint to the Financial Ombudsman Service. Our investigator reviewed the information received from both parties and concluded West Bay didn't need to do any more to resolve the complaint. He said it was reasonable for them to base their decision on whether they thought they'd be successful if the case went to court – and to take into account how much that might cost.

Mrs M didn't agree with the investigator's view. So I've been asked to make a 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.

Having done that, I'm not upholding Mrs M's complaint. I'll explain why.

While West Bay acknowledged customer service shortcomings – and compensated Mrs M for those – Mrs M has focused her complaint to us on the decision they made about liability. So I've done the same in this decision.

It's not my role to decide who's responsible for an accident. So, while I acknowledge the strength of Mrs M's feeling on the matter, I can't say West Bay were wrong to decide the claim should be settled on a 50/50 basis.

What I can do is see whether West Bay's decision was reasonable, on the basis of the information and evidence they had available. I note the other driver apologised to Mrs M for the accident. But, as West Bay explained to Mrs M, they didn't accept liability for what had happened. Nor did her insurer. And, while Mrs M says the other driver was intoxicated, it doesn't appear there are any police reports to support what she says. Nor are there any witnesses beyond the parties involved. So I think it was reasonable for West Bay to conclude they didn't have the evidence to win a claim that the other driver was wholly responsible for what happened.

I note Mrs M has said she was prepared to go to court. While I've no doubt that's true, I can't say that West Bay should have incurred the costs of pursuing the claim through the courts if they didn't think there was a good prospect of success.

As is usual with motor insurance policies, Mrs M's policy includes the following terms:

"We shall be entitled to take over and conduct the defence or settlement of any claim or prosecute any claim in the name of any person covered by this insurance."

"We shall have discretion in the conduct of any proceedings or in the settlement of any claim."

These terms allow West Bay to settle a claim in the way they see fit – irrespective of the views of the person insured. So, even though West Bay didn't deal with the claim as Mrs M wanted, I can't say they did anything wrong in dealing with the claim as they did.

Finally, I've thought about Mrs M's complaint that her premium has increased. That's always frustrating. But it's the likely consequence of being involved in an accident. Mrs M hasn't provided any evidence about the increase. If she thinks it's unfair, she'd need to raise that as a separate complaint with her current insurer. But I've explained why I think West Bay's decision on liability was reasonable. And so I don't think they need to do any more to resolve this complaint.

My final decision

For the reasons I've explained, I'm not upholding Mrs M's complaint about West Bay Insurance Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 23 July 2025.

Helen Stacey
Ombudsman