

The complaint

Mr D is complaining about the way West Bay Insurance Plc handled two claims made against his commercial vehicle insurance policy.

What happened

Mr D was involved in two incidents with third party vehicles – the first happened in June 2021 ('claim one') and the second in August 2022 ('claim two'). He accepted he was at fault for the second accident, but he said the third party caused the first accident. Mr D is unhappy with the way West Bay has handled the two claims and raised several complaints regarding this. In summary, he's said the following:

- West Bay held him responsible for the first accident, which he didn't agree with. So he thinks it's unfair it settled the third party's claim.
- While he accepts he was at fault for the second accident, he disputes the amount West Bay paid to settle the claim – it said it had paid £34,195.33. He said there was minimal damage to the third party's vehicle and disputes the third party was injured.
- West Bay took a long time to close the claims down. He said this delay significantly impacted his renewal premiums.
- West Bay didn't keep him updated throughout both claims and it was always him chasing for updates.
- He had a lot of difficulty in contacting West Bay throughout – with long hold times and being passed amongst departments.

West Bay acknowledged it hadn't kept Mr D updated and that he'd had difficulties in making contact. It also agreed it could have been more pro-active in the handling of the claims – especially the second claim. And, over five final response letters, it paid Mr D £450 in compensation. But it said it had reached fair outcomes on the two claims. Mr D remained unhappy so referred his complaint to this Service.

Our Investigator said it wasn't this Service's role to say who was at fault for an accident, but we look at whether an insurer's actions were fair. He said West Bay had the right to decide how to settle a claim. And he thought West Bay had generally made fair decisions regarding this. However, he said West Bay had only evidenced that it had paid £34,095.33 on the second claim. So he thought West Bay should amend any record accordingly. He agreed West Bay could have provided better service throughout the claim journey. But he thought it had already paid fair compensation for this.

West Bay didn't respond to the Investigator's opinion, so the complaint's 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've come to the same conclusion as the Investigator and I'll now explain why.

I should first set out that I acknowledge I've summarised Mr D's complaint in a lot less detail than he's presented it. Mr D has raised a number of reasons about why he's unhappy with the way West Bay has handled this matter. I've not commented on each and every point he's raised. Instead I've 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 D and West Bay, however, that I have read and considered everything they've provided.

I also need to set out that, under our rules, apart from in exceptional circumstances or where a business consents for us doing so, I'm only able to consider a complaint where a consumer brings a complaint to this Service within six months of a business issuing a final response letter. West Bay has issued five separate final response letters on this complaint. But the first two were issued more than six months before Mr D referred the complaint to this Service. And I've not seen anything to show Mr D couldn't have referred the complaint to this Service in time. So I'm unable to comment on anything West Bay considered in those letters.

Claim settlement

Essentially, in this decision, I'm considering whether it was fair for West Bay to settle the claims in the way it did. It's not this Service's role to say who's at fault for causing an accident or say how a claim should be settled, as that is the responsibility of the courts. Our role is to look at whether West Bay has carried out a fair investigation, reviewed all the evidence it has and come to a reasonable decision.

Mr D's policy, like all other similar policies, allowed West Bay to have control on how a claim is finalised. So it was entitled to settle the claim, on the best terms it thought fit. And it had the ultimate and final say in how to settle a claim. But it needed to exercise this right fairly and reasonably, taking into account everything both parties had provided.

I've thought about whether West Bay did so in each claim.

Claim one

Mr D set out from the start that he considered the third party was at fault for the accident. He said he had CCTV footage and a witness to support his version of events. I can see West Bay did initially look to defend the claim. But the third party's solicitor instigated legal proceedings against West Bay.

Unfortunately for Mr D, his witness advised he didn't want to assist with the claim, so West Bay said it couldn't take his initial witness statement into consideration. It also said the CCTV footage didn't show the actual accident. I recognise Mr D has said the witness withdrew their support because he says they were harassed by the third party. But, regardless of the reason, Mr D accepts the witness wasn't willing to attend court to support him with the matter. And West Bay had to take this into consideration.

West Bay ultimately decided, after consulting with its own solicitors, that it wasn't willing to run the risk of incurring higher costs by going to court. So it chose to settle the third party's claim. That was its decision to make and I'm satisfied it did so after consideration of all the evidence available.

I appreciate Mr D didn't agree with West Bay's decision. But West Bay was entitled to make a commercial decision weighing up the prospects of success against the cost of litigation. And I can't say it acted unfairly in the way it came to its conclusion.

Claim two

Mr D accepts he was at fault for the accident. But he thinks the third party's claim costs were excessive. I've seen that West Bay required the third party's solicitors to evidence the third party's losses – including their personal injury claim. In this case, the third party provided medical reports and engineer reports in support of their losses.

I can see that West Bay did endeavour to negotiate the claim settlement with the third party's solicitor with various offers and counteroffers presented. Ultimately, as with claim one, the third party litigated against West Bay, so it had to decide whether to allow the claim to continue to Court. It ultimately decided, given Mr D had accepted he'd caused the accident and the third party had provided evidence of their losses and personal injuries, it had to settle the claim. I think that was fair.

West Bay was guided by its solicitors around what it was liable for in personal injuries. And I haven't seen anything to show it (through its solicitors) handled the personal injury negotiation unreasonably. It follows, therefore, that I don't think it was unreasonable for West Bay to have paid what it did in settlement of this claim.

However, the Investigator has set out that the amount West Bay has told Mr D it paid on the claim doesn't align with what it's said it paid the third party. It hasn't provided anything to counter this. So, given this, I agree with the Investigator it should amend Mr D's record accordingly.

Length of time the claims were open

Mr D has complained about the length of time West Bay left the claims recorded as "open" on his record. West Bay has said it had to treat the claim as open until it had finalised the settlements with the third party. I agree with this and its standard industry practice. Ultimately, West Bay can't know the final claim settlement until the claim was finally settled. On both claims I can see there were delays in the respective third parties providing their proof of losses.

Mr D has said these delays have meant that his premium significantly increased. But I think it's most likely it's having two "at fault" claims on his record that was the primary reason these premium increases. And, as I said above, I don't think West Bay acted unreasonably in this regard.

West Bay has acknowledged it could have been more pro-active in responding to the third party's solicitor on the second claim. And I agree with that as there were several instances where there were long periods of time where it didn't respond to the third parties' solicitor. But it has already awarded compensation for this which is in line with what I would have awarded. So it doesn't need to do anything further in this regard.

General customer service

Mr D complained West Bay didn't keep him updated throughout the claims. He also said he had difficulties in contacting West Bay. West Bay considered the way it communicated with him on claim one in the two final response letters that are out of time. So I'm unable to consider this in this decision. I can, however, consider how it communicated with him on claim two.

West Bay has acknowledged it could have updated Mr D better, which I agree with. However, at the same time, I also recognise that, due to the length of time the third parties took to provide information to West Bay, there weren't many updates it could provide. But

Mr D had advised West Bay he wanted it to keep him updated. So it could have advised him what was happening throughout – even if it was to say it was waiting to hear back from the third party.

Mr D would still have been in the same situation had West Bay kept in constant contact with him. And I think he's ultimately unhappy with the outcome of the claims, rather than that he wasn't aware what was happening throughout. But I think West Bay could have minimised this impact by telling him what was happening. However, West Bay has already paid Mr D £200 in compensation for this. And this is in line with what I would have awarded. So I don't think it needs to do anything further.

My final decision

For the reasons I've set out above, it's my final decision that I partially uphold this complaint and I require West Bay Insurance Plc to update any claim databases to say that it paid £34,095.33 on claim two. I don't require it to do anything else.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 15 December 2025.

Guy Mitchell

Ombudsman