

## **The complaint**

Mr C complains West Bay Insurance Plc (West Bay) has held him at fault for an accident under his motor insurance policy. He also complains about the way his claim was handled and the repairs to his vehicle.

## **What happened**

The circumstances of this complaint will be well known to both parties and so I've summarised events.

In March 2023 Mr C was unfortunately involved in an accident involving another vehicle and so a claim was reported under his motor insurance policy with West Bay. Mr C raised a complaint as he was unhappy with the repairs carried out on his vehicle.

On 8 September 2023 West Bay issued Mr C with a final response to his complaint. It said it didn't believe there was an issue with the repairs and so didn't uphold his complaint. Mr C didn't refer that complaint to this Service. This complaint is in relation to the events which took place after this.

Mr C raised a further complaint with West Bay as he was unhappy it had sent a payment to the third-party insurer in error. He was also unhappy with the way his claim had been handled and raised concerns about the validity of the third-party's witness.

On 18 October 2024 West Bay issued Mr C with another final response to his complaint. It acknowledged it had sent a payment to the third-party insurer in error and said it had instructed solicitors to attempt to recover this. It said its fraud team did investigate the witness statement and found no cause for concern, and it would be unable to dispute liability. It also said it had given incorrect information about liability for the accident and its communication had been poor. It paid Mr C £200 compensation as an apology.

On 28 November 2024 West Bay sent Mr C a further final response. It said it had provided incorrect information about liability in its earlier final response, and that it was still pursuing the incident as non-fault. It paid Mr C a further £100 compensation as an apology.

In January 2025 West Bay told Mr C it would be holding him at fault for the accident and settling the third-party's claim. Mr C raised a complaint about the liability decision West Bay had made. He also complained about the length of time it was taking for the rectification repairs to be carried out and that the wheel bearing on his vehicle was making a noise.

On 23 January 2025 West Bay issued Mr C with another final response to his complaint. It said it had settled the claim on the best possible terms following advice from its legal team. It said given the time that had passed since the accident it wasn't responsible for the noise from the wheel bearing. It said it had sent Mr C a settlement to carry out the rectification repairs himself and so it wasn't responsible for any delays in this being carried out. It acknowledged it had provided Mr C with misleading information about the rectification repairs and so paid Mr C £100 compensation.

Mr C raised further complaints with West Bay about its decision on liability and it issued Mr C with further final responses on 27 February 2025 and 14 March 2025. It said it would be unable to change its stance on liability and the accident would be recorded as a fault claim.

Mr C referred his complaints to this Service. In the meantime he raised a complaint with West Bay as he thought it had passed his personal details to third parties. On 21 March 2025 West Bay issued Mr G with a final response to his complaint. It said it had found no evidence of a data breach.

Our Investigator looked into things. She said she was satisfied West Bay had considered all the evidence prior to settling the liability aspect of Mr C's claim and this was done in a fair and reasonable way. She said she thought West Bay weren't responsible for the issue with Mr C's wheel bearing. She also said whilst West Bay had made errors, she thought the total compensation of £400 it had paid was reasonable.

Mr C didn't agree with our Investigator. He provided a detailed response but in summary he said:

- West Bay shouldn't have sent a payment to the third-party insurer.
- West Bay failed to investigate the third-party witness and the irregularities associated with this.
- West Bay carried out repairs to his vehicle unrelated to the accident which increased the claim costs.
- He believes these above issues impacted West Bay's ability to recover its costs from the third-party insurer and its decision on liability.

As an agreement couldn't be reached, 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 I've summarised Mr C's complaint in much less detail than he's presented it. I've not commented on every point he has raised. Instead, I've focused on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this service. I assure Mr C and West Bay I've read and considered everything that's been provided.

I also want to be clear about what I've considered as part of this decision. I've considered the events which have taken place following West Bay's final response of 8 September 2023 until its final response of 21 March 2025. I've addressed the key points separately.

#### *Liability decision*

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 C'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 in how to settle a claim. However, it needed to exercise this right fairly and reasonably, taking into account everything both parties have provided.

Mr C has said the third-party failed to give way at a junction and collided with his vehicle. The third-party has said a vehicle on the main road had stopped to allow them to pull out of the junction. And as they were in the process of turning right, Mr C has overtaken the stationary vehicle and collided with their vehicle. West Bay has said the third-party has an independent witness who supports the third-party's version of events and having seen the witness statement, I'm satisfied that's a reasonable conclusion for it to reach.

I can see West Bay referred Mr C's claim to a solicitor who said it had no supporting evidence to support Mr C's version of events and as the third-party had provided a witness statement supporting the third-party's version of events it would be closing its file due to lack of prospects.

I'm satisfied West Bay has made a reasonable decision on liability based on the evidence available to it. It has taken into consideration the evidence provided from all parties, including the opinion of a solicitor who concluded Mr C's claim didn't have prospects of success. As explained the terms of Mr C's policy entitle West Bay to settle his claim on what it considers to be the best possible terms, and I'm satisfied it has done so fairly on this occasion.

Mr C has raised a number of concerns about the validity of the witness as he doesn't believe there were any witnesses at the time of the accident. I can see West Bay referred Mr C's concerns to its fraud team but on review the fraud team concluded it wouldn't be able to contest the validity of the witness. I acknowledge Mr C's concerns about the witness, but I think West Bay has taken the steps I would expect it to once Mr C raised his concerns and I don't think it was unreasonable for it to conclude it was unable to dismiss the witness statement.

I can see from West Bay's claim notes that Mr C was told West Bay had spoken to the witness, but I can't see evidence this took place. However, I don't think this means West Bay has failed to appropriately investigate Mr C's concerns.

Prior to agreeing liability West Bay made a payment to the third-party insurer in error. Mr C has said he believes this impacted the liability decision on his claim, and has highlighted comments made by West Bay's handlers in its claim notes. Whilst I acknowledge Mr C's concerns, I'm not persuaded West Bay's error has impacted the outcome on liability. Although West Bay had paid the third-party insurer, it continued to investigate liability and discussions with the third-party insurer continued regardless. I've not seen any evidence which persuades me the outcome on liability would have been any different had it not been for West Bay's error.

Mr C has also said West Bay's repairer carried out repairs to damage on his vehicle which wasn't caused in the accident. He said this increased the claim value, and he thinks this has impacted West Bay's decision on liability. West Bay has acknowledged it carried out repairs to damage not caused by the accident, but I've not seen persuasive evidence this has impacted its decision on liability. I've not seen any evidence West Bay's decision on liability was influenced by the claim outlay, and given the claim was recorded as a fault accident, West Bay wouldn't be recovering these costs in any event. Overall, I've not seen persuasive evidence the repairs carried out in error has caused a detriment to Mr C.

I know this will be disappointing for Mr C given how strongly he feels he's not at fault for the accident. However, for the reasons I've explained I think West Bay has appropriately

considered of all the circumstances and has settled Mr C's claim fairly and in line with the terms of his policy.

### *Rectification Repairs*

Mr C has said West Bay has caused a delay in the rectification repairs being carried out to his vehicle. I can see an independent engineer inspected Mr C's vehicle in February 2024 and said rectification repairs were necessary. West Bay's claim notes show Mr C was sent a cash-in-lieu settlement in May 2024. So, whilst I think there was a delay in West Bay sending Mr C the payment, I don't think it is responsible for any delays in rectification repairs following it sending Mr C this payment. Once Mr C had received the payment, it was for him to arrange the repairs to his vehicle at a time that suited him.

Mr C has said the wheel bearings on his vehicle are making a loud noise. He has said the mechanic who carried out his MOT has said this could be caused by a heavy impact, and the main dealership said the wheel bearings shouldn't be making a noise based on the mileage of Mr C's vehicle. West Bay has said given the time that has passed since the accident, it doesn't consider this to be caused by the accident.

I've not seen evidence which persuades me the issues Mr C is experiencing with his vehicle's wheel bearings are the responsibility of West Bay. Considerable time has passed since the accident, and whilst Mr C has said his mechanic believes this could be caused by a heavy impact, he's not provided any evidence in the form of an engineer report to demonstrate the issue with his wheel bearing is due to the accident in 2023. So, I don't think this is something West Bay are responsible for rectifying.

### *Claim Handling*

West Bay has acknowledged it hasn't handled Mr C's claim as well as it should have done. It has paid Mr C a total of £400 compensation across the different final responses this decision covers. So, I've considered whether I think this is reasonable to acknowledge the distress and inconvenience caused to Mr C.

Based on the evidence provided I think the way West Bay has handled Mr C's claim has caused him additional distress and unnecessary inconvenience. Whilst I don't think West Bay's error paying the third-party insurer impacted the overall liability outcome, I think it clearly caused Mr C concern that it would. And I think providing Mr C with misleading information about how his claim had been settled has caused him unnecessary distress. I also think West Bay caused unreasonable delays in offering Mr C a cash-in-lieu settlement for the rectification repairs and it later provided him with misleading information about these repairs.

Taking all of this into consideration I think the total compensation of £400 West Bay has paid Mr C is reasonable to acknowledge the distress and inconvenience its errors has caused Mr C. I think compensation of this amount is reasonable in circumstances where a business's errors have caused considerable distress, which I think is the case here.

### *Data handling*

Mr C has said following his claim he had been receiving calls from third parties regarding his claim. He has pointed to an article from the Information Commissioner's Office (ICO) where an employee had been unlawfully accessing customer information and he believes his data has been accessed and misused.

I appreciate it must be frustrating for Mr C to be receiving nuisance calls and if Mr C has

concerns his data has been misused he can speak to the ICO about this. However, I've not seen evidence Mr C's information has been accessed or misused by West Bay. Nor have I seen evidence the calls Mr C is now receiving are due to the way West Bay has handled his data.

### **My final decision**

For the reasons I've outlined above, I don't uphold Mr C's complaint about West Bay Insurance Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 23 December 2025.

Andrew Clarke  
**Ombudsman**