

## **The complaint**

Mr D has complained about West Bay Insurance Plc trading as Zenith Insurance. He isn't happy about the way it dealt with a claim under his motor insurance policy.

For ease of reading any reference to West Bay includes its agents.

## **What happened**

Mr D was involved in a minor motoring incident while driving abroad which he told his broker about, but this was as 'notification only' as his vehicle hadn't sustained any damage. So, when he found out that a claim had been registered against his policy he complained to West Bay.

When West Bay looked into Mr D's claim it acknowledged it didn't notify Mr D that the other driver had made a claim as it should have done and offered £200 by way of compensation for its error. But it explained that it was bound to deal with the claim from the third party. As Mr D still wasn't happy, believing that the third party hadn't advanced a claim, he complained to this Service.

Our investigator looked into things for Mr D but didn't uphold his complaint. He accepted that West Bay should have notified Mr D about the claim from the other driver and allowed Mr D chance to respond fully at an earlier stage, but he thought its offer of £200 compensation for the error was fair. But, he was satisfied West Bay had to consider the other driver's claim.

As Mr D didn't agree the matter has been passed to me for review.

## **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 can understand Mr D's frustration here as he only told West Bay about the incident for information only purposes and he wasn't making a claim as I understand there wasn't any damage to his vehicle. And he has ended up with an open claim marked against him as the claim hasn't been finalised or fault fully established yet. However, even though I know this will come as a disappointment to Mr D, I'm not upholding this complaint. I'll explain why.

Mr D fully accepts he was involved in a minor motoring accident while driving abroad which he feels wasn't his fault. And he called his broker to tell them about the incident for 'notification only' purposes as the damage caused to his vehicle was minor. But he feels West Bay (who are ultimately responsible for any claim under the policy) have accidentally or deliberately opened a claim against his policy when the other driver hasn't made a claim.

Mr D has clearly found all of this frustrating and difficult as he wasn't advancing a claim. And he was at the scene when the incident happened and knows full well what did or didn't happen. However, Mr D isn't questioning, at this stage, whether he should be held liable for the incident or not he just feels the other side didn't make a claim against him.

I know Mr D feels there is some doubt about the other side reporting the incident, but I've seen sufficient information to show that West Bay was contacted by the third party. And West Bay would have no reason to open a claim (fault or non-fault) against Mr D if a claim wasn't made by the other side. It wouldn't look to incur costs by considering and investigating a claim against the policy if there wasn't a claim as commercially this wouldn't make sense.

Mr D isn't looking to dispute whether he is held at fault or non-fault for the claim at this time and this might be something he wants to consider at a later stage depending on how liability is finally settled. But as our investigator has explained it isn't the role of this Service to decide liability, which is a matter for the courts. Although we do look to ensure insurers have acted in a fair and reasonable way.

Ultimately, the fact there was a minor accident while Mr D was driving abroad, and details were exchanged at the scene isn't in dispute. I know Mr D feels the other side hasn't made a claim, but I've seen sufficient information, on balance, to show that the other side has advanced a claim here. And West Bay, belatedly, are looking to defend Mr D and I'll leave Mr D to cooperate with West Bay and provide the necessary detail in the hope that it is able to defend the claim on his behalf.

Finally, I know Mr D has been inconvenienced by all of this and there was a delay in notifying him that the other side had made a claim against his policy, but I feel West Bay's offer of compensation for this feels fair. There is always a fair degree of inconvenience advancing insurance claims and most of this stems from the accident and the other side looking to advance a claim against Mr D's policy.

Given all of this I can't conclude that West Bay has acted unreasonably here. I say this as there clearly was a minor accident involving Mr D and the other driver and I've seen sufficient evidence that the third party has advanced a claim against his policy which West Bay has to consider.

### **My final decision**

It follows, for the reasons given above, that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 1 December 2023.

Colin Keegan  
**Ombudsman**