

### **The complaint**

Mr D complains Acromas Insurance Company Limited unfairly accepted him as being at fault for a motor insurance claim.

### **What happened**

Mr D was involved in an accident while turning outside a pub on 23 October 2024. He made a claim on his motor insurance policy the same day and told Acromas he believed the accident was the third party's fault. The third party's insurer contacted Acromas several days later holding Mr D responsible.

Mr D told Acromas the third party was speeding and crashed into the side of his car. He provided pictures and a drawing of what happened to support his case. He also sent Acromas the contact details of a staff member at the pub which he said held CCTV footage of what happened. He said a member of staff saw the footage. And he gave Acromas details of two witnesses who saw the accident.

Between then and May 2025, Acromas contacted the police, the nearby pub, and the witnesses for evidence of what happened – including the witness statements and the CCTV footage. The witnesses gave statements, but Acromas said they weren't able to obtain the footage. And as a result, in May 2025, they told Mr D that they had insufficient evidence to hold the third party at fault.

Mr D complained to Acromas and they sent him a final response letter in July 2025 not upholding the complaint. Mr D wasn't happy with this and complained to our Service. He said Acromas failed to obtain the CCTV footage when they should have – and that the manager of the pub saw the footage and could confirm the other party was driving at high speed and came from a side road. He also said Acromas failed to collect the data of the incident from the black box fitted to the third party's car.

Our Investigator looked into what happened. She found that Acromas carried out a fair assessment of the claim and reached a fair liability outcome, so didn't think they needed to change how liability was recorded or take any other action.

Mr D disagreed and the Investigator didn't change her mind, so 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.

As ours is an informal service, I'm not going to mention or respond to every point or piece of evidence Mr D and Acromas sent us. Instead, I've focused on what I consider to be key or central to the complaint. But I'd like to reassure both that I have considered everything submitted.

It isn't the role of this Service to decide liability – that's a matter for the courts. We do, however, look to see that insurers have acted in a fair and reasonable way. The policy, like most motor insurance policies, says Acromas can take over and deal with the claim in Mr D's name. This means Acromas can make a claim decision he disagrees with but must act reasonably when doing so.

The policy continues that Acromas may also pursue any claim to recover for their benefit any money they pay out under Mr D's policy. It's their choice to do so, but court proceedings can be expensive, so insurers will usually consider whether it's likely they will recover costs from the other party involved before pursuing them through the courts.

Acromas were initially going to settle the claim as Mr D being 'at fault' for the accident based on Mr D's testimony. But they agreed to consider other evidence if it was available, such as the witness statements and CCTV footage.

Acromas said the onus of care is always on the vehicle that is emerging from a side road to make sure it's safe to do so – and any vehicle on the main road has right of way. They told Mr D they didn't think they could defend him in court because the third party was established on the main road and Mr D emerged from a side road and drove into the third party's path. And they haven't been able to obtain any other evidence that supports the third party being at fault, so had no alternative other than to settle the third party's claim.

Mr D thinks this is unfair because Acromas should have done more to show he wasn't at fault. He thinks they could have got further evidence from the pub and the black box from the third party insurer. And when the pub refused to release the CCTV footage, he said Acromas could have obtained it by paying the police £200 or going through the courts.

Acromas contacted the witnesses – who both gave statements. One said they thought the third party was driving at 60mph in a 20mph zone and that the third party driver was busy with his friends in his car. The other said he didn't know the speed of the third party's car but thought they were speeding – and that they didn't see the third party car before it crashed.

I've seen that Acromas wrote to the pub asking them to confirm if they have valid footage and if they can send a copy to help assist with their investigation. The pub told Acromas that it's their company policy to not release CCTV footage to insurance companies unless they consider they have a duty to do so to comply with a legal or regulatory obligation request, it's requested under GDPR or there's a compelling and lawful reason to do so. Acromas attempted to convince the pub to send them the footage over several months, but the pub refused.

Acromas also tried contacting the police about the CCTV footage but, after chasing several times, the police said there was no evidence of any CCTV being on their system in relation to the incident. Acromas then asked the police if they could collect the footage from the pub, but the police simply responded that they didn't have an incident report.

I'm satisfied from what I've seen that Acromas made a reasonable effort to obtain the CCTV footage and other evidence that would give a clearer idea of what happened from both the pub and the police. And I don't find Acromas responsible for the answers that the pub or police gave. I haven't seen evidence to persuade me that they could have obtained it by paying the police. Acromas said they would have done this if it was an option available to them – and I have no reason to doubt what they said. I also think it's reasonable for Acromas to consider it wouldn't be cost effective or time efficient to pursue the footage through the courts, especially considering they don't think the footage was likely to show the third party to be at fault.

Acromas considered the two witness statements having not seen the CCTV footage. But said the statements are only a matter of opinion and if the police didn't take action against the third party for speeding, then there's no way of substantiating their claims. I think this is fair about the first witness, who said he didn't exactly know what happened but thought the third party was speeding. The second was clearer on the details of the accident, saying they thought the third party was driving at 60 miles per hour and was busy with his friends. This statement could have been more useful in court had it been independent. But I see from Acromas' notes that they didn't think the witness could be considered independent since they didn't answer a question about whether they knew Mr D and the email address contained the same surname as him.

The CCTV footage may have backed up the claims made by the witnesses, but without it I think it's fair for Acromas to think they couldn't rely on the statements alone to recover their costs from the third party insurer.

In March 2025, the third party insurer supplied an engineer's report showing damage to the third party vehicle. I appreciate Mr D wants data from the black box in the third party's car as he thinks it will show the speed of the third party at the time of the accident. But there's nothing in the engineer's report to suggest that this information would be available to review if Acromas asked for it. So, I don't think it's unfair for them not to follow up about this.

As mentioned above, Acromas felt they didn't have sufficient evidence to prove that the third party is liable. And I've seen they've done what they could to obtain evidence Mr D suggested would show otherwise. From Mr D's testimony of what happened, Acromas felt they had to settle the third party claim since the onus of care was on him as the emerging vehicle. I find this a reasonable stance to take.

Ultimately, I'm persuaded by Acromas' reasoning as to why, on the balance of probabilities, they wouldn't recover costs from the third party in court is a fair one and one they're entitled to take. So, I think it's reasonable for them to have conceded on liability to the third party – and I won't be directing them to change the outcome of the claim.

### **My final decision**

For the reasons above, 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 2025.

Andrew Wakatsuki-Robinson  
**Ombudsman**