

The complaint

Mr P complains Acromas Insurance Company Limited (Acromas) unfairly settled a claim on his motor insurance policy.

Acromas are the underwriters of this policy i.e. the insurer. Part of this complaint concerns the actions of the intermediary. As Acromas have accepted it is accountable for the actions of the intermediary, in my decision, any reference to Acromas includes the actions of the intermediary.

What happened

Mr P was involved in an accident with a third-party vehicle. He reported this to Acromas and confirmed he didn't want to make a claim himself at that time. He said he felt on the balance of probabilities the third-party was at fault.

Acromas advised Mr P that based on the circumstances of the incident and lack of witnesses, liability would be settled on a 50/50 split liability basis. It said this was the best outcome because there was no supporting evidence on either side to show who was responsible for the accident.

Mr P said he wants Acromas to remove the claim from his claims history and reimburse him for any increased premium this claim caused. He said claims should only be paid out on the same burden of proof as applied for civil county court claims and that the third-party would never be successful as it was confirmed they had no evidence he was at fault.

Acromas said it was under no obligation to seek Mr P's authority before proceeding to settle the claim how it did.

Because Mr P was not happy with Acromas, he brought the complaint to our service.

Our investigator didn't uphold the complaint. They looked into the case and said they were satisfied the information provided by Acromas shows it considered the issue of liability and based its decision to settle the claim as 50/50 fault, due to the lack of corroborative evidence from either party.

As Mr P is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

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.

It's important I make it clear that it's not my role to decide who's at fault for an accident, as ultimately that's a matter for the courts. And, like all motor policies, Mr P's policy allows Acromas to settle claims as it sees fit. That means it doesn't require Mr P's consent to decide how to settle a claim and it may make a decision Mr P doesn't agree with.

The role of the Financial Ombudsman Service is to resolve individual complaints based on what is fair and reasonable in the circumstances of each case. We're less formal than the courts, and generally decide complaints based on what we've been given by the parties in writing and over the phone. We look at what has happened for the individual to make a complaint and check that a business has followed its rules and procedures and is applying them fairly and consistently to its customers.

I understand Mr P is unhappy that Acromas contacted the third-party insurer after he informed it of the incident that occurred, despite him at that stage not wanting to make a claim for the damage caused to his car, unless the third-party made a claim against him. It is good practice when an incident is reported where a third-party is involved for an insurer to contact the third-party insurer. This is not unusual or unfair. I saw when Acromas made contact with the third-party insurer, it said the circumstances reported indicated the third-party was entirely responsible and it would be looking for reimbursement of any outlay. However the third-party disputed this and claimed Mr P was at fault.

In the terms and conditions of Mr P's policy it says;
"If we wish we may take over and deal with your claim in your name. We may also pursue any claim to recover for our benefit any money we have paid out under this policy."

However, just because the term is in the policy, we don't think it's fair and reasonable for the insurer to simply do as it pleases. The decision must be based on facts and evidence. Therefore, I'll look to see that it made its decision reasonably.

I looked at the evidence available, and how Acromas considered this to make its decision to accept joint liability. I saw it was provided with some visual footage from Mr P, however this didn't show the incident or the third-party admitting anything. Mr P also provided some images of the damage, a statement and diagrams of the incident. There were no independent witnesses and the police were not informed and didn't attend the incident. Both Mr P and the third-party driver blamed the other for changing lanes. I recognise Mr P said the third-party admitted liability at the time, however there is no evidence to confirm this.

Acromas told us it attempted to dispute the third-party throughout the claim. I saw Mr P said the third-party had an in-built dash cam, and I understand Acromas requested this but it wasn't provided. And unfortunately they are not required to provide it. Acromas said due to the lack of evidence to support either version of events, this wasn't a case it was prepared to take to court. It therefore agreed to settle 50/50 with the third-party insurer.

I think Acromas has completed a fair and reasonable investigation and I'm persuaded it made a reasonable decision to accept 50/50 joint liability for the claim. And this is supported under the terms of the policy which say Acromas has the contractual right to take over and deal with the claim.

Mr P said the incident is recorded as non-fault on his current policy renewal documentation. Acromas confirmed at present the claim remains with a status of non-fault because no losses have been settled under the claim. It said although it has details of the third-party insurer's losses, it has yet to pay 50% of these because it's waiting on further documents to support the claim. It said if it settles any losses the claim status that was initially presented as non-fault will be updated to fault under the policy records. And this will impact Mr P even if he chooses not to make a claim. It said the option for Mr P to make a claim remains open.

Therefore, although I understand Mr P will be disappointed, and I recognise he feels very strongly he was not at fault, however based on the evidence available, I am persuaded Acromas made a fair decision to accept liability for the incident.

Therefore, I don't uphold Mr P's complaint and don't require Acromas to do anything further in this case.

My final decision

For the reasons I have given I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 2 March 2026.

Sally-Ann Harding
Ombudsman