

## The complaint

Mrs D complains about how her insurer, Acromas Insurance Company Limited (Acromas) dealt with a claim under her breakdown insurance policy.

References to Acromas in this decision include the insurance intermediary through which the policy was arranged, as the agent of Acromas, the insurer of the policy.

## What happened

The following is a summary of what happened in this case, but the sequence of events and the detailed timeline is known to Mrs D and Acromas. So, while I've considered the detailed timeline, it isn't reproduced in full here.

Mrs D planned a two-week driving trip in June 2023 to a European country with a companion. She took out a European Breakdown Cover policy with Acromas at a cost of £143.86 for the trip. Shortly after arriving in the country they stopped to refuel but heard a screeching sound from the vehicle and the engine running roughly. Mrs D called the 24 hour helpline number but said she was told by the agent they couldn't arrange recovery that evening and her vehicle would have to be recovered to a garage. As the breakdown happened on a weekend, Mrs D said the agent told her they wouldn't be able to arrange a hire car until the Monday (but did offer to book a taxi to take Mrs D to her destination). Given this, and being some two hours from her destination, Mrs D decided to continue her journey in her vehicle, which she was able to complete.

Acromas contacted Mrs D the following day, having sent a recovery vehicle to where Mrs D had stopped with the problem (she'd tried to call Acromas to say she was continuing her journey, but couldn't get through). Acromas said they would need to recover the vehicle to a garage, some distance away, but Mrs D wanted it to be repaired locally. She said Acromas told her they wouldn't provide a hire car until her vehicle had been recovered to a garage.

Mrs D says she agreed to take the vehicle to a local garage, but when she arrived they seemed not to be expecting her but said she should leave the vehicle with them. Mrs D took a taxi back to her destination. She says she was told it could take up to ten days to locate an automatic hire car. After some delays, Mrs D picked up a hire car, a week into her trip.

Mrs D's husband was concerned at what had happened and travelled to her location to take her back to the UK. Mrs D was told by Acromas her vehicle wouldn't be repaired until the end of her planned trip, so they would pay for her to fly back to the UK and return to the country to collect her vehicle when repaired, which she was told would cost €1,000. Mrs D said she would prefer her vehicle was repatriated to the UK to be repaired.

Unhappy at what had happened, Mrs D complained to Acromas. In their final response, Acromas said they were reliant on independent (third party) firms to provide services where a policyholder had broken down overseas, including the provision of recovery assistance, hire cars, hotels and repairs to a policyholder vehicle. But Acromas acknowledged they were unable to provide certain services in line with Mrs D's expectations. They added provision of a hire car, in accordance with the policy terms and conditions, would only take place when Mrs D's vehicle was in a garage for repairs.

About the delay in diagnosing the problem with her vehicle, Acromas said that while they could arrange for repairs to be carried out at a garage, garages or repairers weren't approved by them and didn't act as Acromas's agents. So, Acromas couldn't be held responsible for the actions (or omissions and delays) of the garage. Acromas had contacted the garage several times, but the garage hadn't been responsive. Which in turn meant Acromas didn't have updates for Mrs D.

But having made these points, Acromas accepted the service they'd provided to Mrs D hadn't met her expectations, so they apologised for the level of communication and inconvenience she'd suffered. In recognition of this, Acromas awarded £50 compensation.

Mrs D then complained to this Service. She was upset at what had happened and worried about travelling overseas again, given the experience. Her holiday had been ruined, causing her significant stress and her husband having to collect her. Acromas seemed to have no control over their overseas agents and hadn't met the promises made in the policy material. She was left without help for the first week of her holiday and told she'd have to leave her vehicle in the country as it would be many weeks before it could be repaired – but it only took 12 hours to be repaired after it had been repatriated to the UK. She wanted Acromas to compensate her for her experience/

Our investigator didn't uphold the complaint. She noted the terms and conditions of the policy stated Acromas weren't responsible for the actions of third parties providing recovery, repair or hire car services, as they weren't agents of Acromas. Looking at the actions of Acromas, she thought they'd offered assistance when Mrs D had first contacted them, but Mrs D chose to drive to her destination before the recovery vehicle arrived. And Acromas had sought to arrange a hire car and arrange repairs to Mrs D's vehicle. While the experience had been stressful, the investigator thought Acromas had offered fair compensation for a loss of expectation.

Mrs D disagreed with the investigator's view and requested an ombudsman review the complaint. She didn't think Acromas had delivered the service she'd been led to expect from the policy material. Nor were the issues solely due to third party service providers. From her calls to Acromas, they'd been unhelpful and unconcerned for her welfare, as well as rude. She also thought the policy had been mis-sold, given the promises - in advertising for the policy and the policy material - about the quality of the service Acromas would provide under the policy. She disputed what happened when first contacting Acromas and in subsequent contacts. And the repair for her vehicle hadn't been correctly diagnosed by the garage.

### **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.

My role here is to decide whether Acromas have acted fairly towards Mrs D.

There are several issues in Mrs D's complaint about the service she received from Acromas following the breakdown of her vehicle. These include delays in providing a hire car and arranging hotel accommodation; delays in diagnosis and repair of her vehicle; and a general lack of communication and support to Mrs D during the incident.

A significant factor in these issues, also referred to by Acromas in their final response, is their use of third parties in the country concerned to provide services in the event of a breakdown. These include the breakdown assistance and recovery service, provision of hire cars and hotel accommodation, as well as garage and repair services to diagnose and fix the

issue(s) that caused the breakdown. Looking at the policy terms and conditions, they refer to the responsibility of Acromas and their relationship with third party providers. The following statement is emphasised, at the beginning of the policy document:

*“Please note: Any services that may be arranged for you under this policy are delivered by third party service providers including, but not limited to: garages, repairers, recovery operators, mechanics of motoring organisations and car hire companies. These third party service providers are not the agents of, nor are approved by, Automobile Association Insurance Services Limited or Acromas Insurance Company Limited. Neither Automobile Association Insurance Services Limited nor Acromas Insurance Company Limited is liable for the acts or omissions of such service suppliers.”*

I think this makes it clear Acromas can't be held responsible for the third party service providers. But this doesn't mean Acromas aren't responsible for how they communicated with Mrs D and how they sought to make arrangements with the various third parties for vehicle recovery, hire car, accommodation and diagnosis/repair of Mrs D's vehicle. So, I've concentrated on what Acromas did following Mrs D first contacting them. In doing so, I've considered both what Mrs D has told us as well as Acromas's case notes and other evidence and information available, in order to decide whether they've acted fairly towards Mrs D.

Looking at what happened, I can see Acromas sought to arrange hire car provision (an automatic vehicle) through their service provider, from the point Mrs D's vehicle was at a garage for diagnosis and repair. Looking at the policy document, cover of up to £120 per day towards the cost of a hire car is provided where a repairer estimates that repairs to the policyholder vehicle will take more than eight hours. This indicates the vehicle will need to have been assessed by a repairer (garage), which is consistent with Acromas's telling Mrs D a hire car would only be provided from the point her vehicle was at a garage/repairer. A similar condition applies to the provision of alternative accommodation, should it be required.

Acromas also offered to arrange a taxi from the garage Mrs D took her vehicle to accommodation and to the hire car provider. I can also see Acromas contacting hire car providers to check availability of a hire car, but they didn't have any (for an automatic vehicle) and then advising Mrs D accordingly. I can see a hire car was eventually located four days after the initial incident (for collection the following day).

I can also see Acromas contacting the garage to which Mrs D took her vehicle about diagnosis and repairs of the issue. And their telling Mrs D about the initial diagnosis of the issue. And subsequent confirmation of the diagnosis, the estimated repair time (at least 10 days, allowing for parts to become available) and cost (€1,000) from the garage, then telling Mrs D. Mrs D wasn't prepared to agree to the repairs, and I can see Acromas contacted a dealership of the manufacturer of Mrs D's vehicle to see if they could carry out the repair – but they couldn't any sooner.

Given the timescales for repair would have been later than Mrs D's planned return to the UK, I can then see it was agreed to recover the vehicle back to the UK for repair. I can see this took some time, with the vehicle arriving back in the UK in July 2023.

Mrs D says the garage (in the country concerned) misdiagnosed the problem with her vehicle. However, as a third party service provider, this isn't something I can hold Acromas responsible for.

Looking at the sequence of events, I can understand why Mrs D found the incident stressful, to the extent of her husband coming to collect her. Having problems with her vehicle in the country concerned would have been inherently stressful, having to deal not just with

Acromas but with the garage and other parties. Looking at what happened, I think Acromas did try to support Mrs D and work through the third party providers to find a solution for the problems with her vehicle. However, this wasn't possible within the timescale of Mrs D's planned return to the UK. So, it was decided to recover the vehicle to the UK for repair.

While Mrs D wouldn't have had visibility of Acromas seeking to arrange a hire car and repair of her vehicle, their case notes do indicate the efforts they made on both issues. And offering alternative arrangements, such as taxis, at various points. So, I've concluded they did seek to support Mrs D, within the confines of having to deal with third party service providers.

But as Acromas have acknowledged in their final response, they accept the service provided to Mrs D didn't meet her expectations, in terms of their communication with her and the inconvenience she suffered. They've awarded £50 compensation, which considering the circumstances of the case I think is fair and reasonable. So, I won't be asking them to make a further payment (my understanding is they've issued payment of the sum).

Mrs D also says Acromas were unhelpful and rude to her. Call recordings of the contacts between Mrs D and Acromas aren't available, due to the relevant legislation and regulations of the country concerned, but I have seen the transcript of the initial call to Acromas. While this doesn't enable consideration of the tone of the discussion and the agent's attitude, the transcript doesn't indicate any clear and obvious rudeness or unhelpfulness, given Mrs D would understandably want to know what was happening.

As far as Mrs D's point about the policy being mis-sold to her, this wasn't part of her complaint to Acromas or their final response, so it isn't something I've considered as part of this decision. Mrs D refers to the narrative in the advertising and policy material and that it wasn't met, given her experience. But my role here is to decide whether Acromas acted fairly towards Mrs D, which I've concluded they did in the specific circumstances of this case.

### **My final decision**

For the reasons set out above, I don't uphold Mrs D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 8 April 2024.

Paul King  
**Ombudsman**