

The complaint

Mr W complains about how his insurer, Acromas Insurance Company Limited (Acromas), handled a breakdown under his roadside assistance policy.

References to Acromas in this decision include their agents.

This decision relates to Acromas as the insurer of the European Assistance section of Mr W's policy. Other sections of the policy relating to roadside assistance in the UK were provided by a separate insurer (except for one element of cover, provided by Acromas).

What happened

In July 2023 Mr W's vehicle suffered a burst tyre while driving through a European country. He contacted Acromas who arranged for a breakdown vehicle to attend. Mr W told Acromas his vehicle had an emergency spare tyre, but when the breakdown vehicle attended the engineer said he wouldn't put on the emergency spare tyre, so would need to recover the vehicle to a garage, telling Mr W the issue would be fixed the following morning.

Separately, Mr W was taken to a hotel by taxi, but when he phoned the garage the following morning (a Saturday) he found it was closed until the Monday and that it would then take a couple of days to obtain a replacement tyre. Acromas agreed to cover Mr W's hotel costs until the Monday. Unhappy at this prospect, Mr W located a tyre shop in the area which had tyres for his vehicle in stock. So, he told the garage to put on the emergency spare tyre and he drove his vehicle to the tyre shop and had a replacement tyre fitted.

Unhappy at what had happened, Mr W complained to Acromas. He said he'd lost three days from his holiday because of what happened, together with additional expenses and stress. Acromas initially (August 2023) upheld his complaint, in relation to reclaiming the costs he'd incurred at the hotel. Acromas awarded £50 compensation for any inconvenience caused. However, Mr W made a further complaint. He thought the issue with his tyre could have been fixed almost straight away, on the Friday of the incident, if the recovery agent had put on the emergency tyre and Mr W driven to the tyre shop to have a permanent tyre replacement fitted. He wanted compensation for the lost time of his holiday.

Acromas issued a further final response in which they apologised for the service Mr W received and any inconvenience caused. But they didn't cover consequential losses.

Mr W then complained to this Service. He was unhappy at what happened, losing three days from his holiday and incurring additional expenses and stress. While Acromas said the policy didn't cover consequential losses from a breakdown, Mr W said the losses he'd incurred weren't the result of the burst tyre, but the way Acromas had handled the incident. He wanted compensation for what happened.

The investigator didn't uphold Mr W's complaint, concluding Acromas didn't need to take any action. Looking at the available evidence and information about what happened, he thought it wasn't clear what the expectation was about fixing Mr W's vehicle when the engineer attended the incident. It was reasonable for Acromas to have located a garage to which they

recovered Mr W's vehicle. And the policy terms and conditions precluded Mr W travelling with his vehicle to the garage. And Acromas had fulfilled their obligations by recovering the vehicle to a garage for it to be repaired. And while the policy didn't provide for hotel costs to be covered (they provided for a hire car to be provided) it was reasonable for Acromas to cover the costs of the hotel accommodation until Mr W went to the garage to collect his vehicle and have the tyre replaced at the tyre shop.

Mr W disagreed with the investigator's view and asked that an ombudsman review the complaint. He said the engineer told him his vehicle would be fixed on the Saturday (though Mr W thought he knew this wouldn't be possible) although he accepted he agreed with the engineer it would be unwise to travel from the breakdown location to his destination on the emergency tyre. It also wasn't acceptable to be told his vehicle wouldn't be looked at until the Monday, and then another couple of days for a replacement tyre to be fitted. Because of this, he'd lost three days of his holiday.

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.

Y My role here is to decide whether Acromas have acted fairly towards Mr W. In doing so, I've noted the European Assistance Section of the policy includes an exclusion from liability to Acromas in respect of third party service providers, including garages, repairers, recovery operators and car hire companies. They are not approved by Acromas and do not act as their agents, and Acromas isn't liable for any acts or omissions of any such garages or tother third parties.

The key issue in Mr W's complaint is that he considers he lost three days from his holiday and incurred additional expenses and stress. And these weren't the result of the burst tyre, but the way Acromas had handled the incident.

Looking at the sequence of events from the time of the tyre puncture, it appears when the recovery agent attended, Mr W accepts he agreed it wouldn't be practical for him to continue his journey to his destination on the emergency tyre.. That being the case, I think it was reasonable for his vehicle to be recovered to a garage where a permanent repair (replacement tyre) could be arranged and carried out.

In the circumstances, I also think it reasonable for Mr W to be taken (by taxi) to a hotel for the night. The policy terms and conditions allow for emergency accommodation (of up to £60 per person, per night) where repairs to a vehicle are estimated to take more than eight hours and where emergency hire car or other alternative transport arrangements aren't available. The latter appears to have been the case, either through not being available (a hire car) or practical (other alternative transport options).

Looking at the case notes from Acromas, I can see exchanges and discussions over the following couple of days until it was agreed the garage would fit the emergency tyre to the vehicle on the Monday, for Mr W to then drive it to the tyre shop to have a permanent replacement tyre fitted.

I understand why Mr W feels he lost three days of his holiday when he could have had the emergency spare tyre fitted on the Friday and driven to the tyre shop to have the permanent replacement tyre fitted. But as I set out above, my role is to decide whether Acromas acted fairly towards Mr W in the specific circumstances of the case. I've concluded they did, recovering his vehicle to a garage and subsequently covering the cost of accommodation in a hotel (but not incidental expenses, which the policy excludes). And under the terms of the policy, including the exclusion for liability of the actions of third party service providers

(including garages and recovery agents), they fulfilled their obligations in providing assistance for the incident and recovering Mr W's vehicle to a garage. In addition to covering the hotel costs, Acromas covered the costs of taxis to the hotel and from the hotel to the garage to collect his vehicle. I think this was reasonable in the circumstances.

I can't hold Acromas responsible for the garage not being able to source and fit a replacement tyre until the beginning of the following week. And from what I've seen, Mr W wasn't aware of the availability of the tyre shop (and having the right replacement tyre) until the weekend following the incident. So, I don't agree it would have been possible for this to have been known and arranged at the time of the incident (late of the Friday afternoon). And as Mr W accepts, the policy doesn't cover consequential losses – which would include his losing three days of his policy.

Taking these points together, I've concluded Acromas haven't acted unfairly or unreasonably towards Mr W.

My final decision

For the reasons set out above, I don't uphold Mr W's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 26 July 2024.

Paul King
Ombudsman