

## **complaint**

Mrs B, represented by Mr B, is unhappy with the service she received under her AA European Breakdown Cover when their car broke down in Europe. As the policy was underwritten by Acromas Insurance Company Limited (Acromas) her complaint is against them.

## **background**

Mr and Mrs B were on holiday in Spain when their car broke down. They called the AA European Operations call centre (acting for Acromas) and a mechanic attended. The car couldn't be fixed at the roadside. They were towed to a local garage. The garage was unable to look at the car that day, so Mr and Mrs B were told to pay for a taxi back to their accommodation and claim the fare back later.

Acromas agreed to provide a replacement vehicle (the policy included the cost of alternative travel arrangements in Europe), and sent an email to a local agent asking for a car, similar to Mr and Mrs B's own. One was booked for the following morning.

When Mr B called Acromas to check what arrangements had been made, he was told that the replacement vehicle was 100km away from their accommodation. So, he asked for a closer option. Acromas's agent found one approximately 50km away, but when Mr and Mrs B went to collect it they were unhappy as they felt it wasn't big enough for them. Acromas set about trying to identify an alternative, but by the time they called to speak with Mr B again, he told them he'd managed to sort it out with the car hire company himself.

On 14 August, a week after the breakdown, Mr B called Acromas with the garage's quote to fix the car. Acromas had the quote translated into English, but Mr and Mrs B decided to get their car repaired back home and requested that it be taken back to the UK (recovered).

Acromas discussed with Mr B the family's options for getting home at the end of their holiday. He said flights weren't an option because they had their pet dog with them and a lot of luggage. Mr B explained that they'd need a car from Spain to France, and then one which they could take from France to the UK. Acromas agreed to start looking. Meanwhile they sought authorisation for Mr B's recovery request.

A couple of hours after this conversation Mr B called Acromas and enquired about whether they had any cover for parts and labour costs to help with the repair of their car. If he could get the repairs done in Spain he wouldn't need his vehicle recovered or help getting home. Acromas advised that Mrs B didn't appear to have this cover but the sales call would be listened to and they'd call him back.

Recovery was authorised later that day, but Acromas didn't find a Spanish replacement vehicle that could be dropped off in France. They made enquiries to check whether Mrs B had parts and labour cover.

The next day Acromas instructed a recovery agent to arrange recovery of Mr B's car. They also booked a replacement vehicle that Mr and Mrs B could drive from France to the UK. Mrs B was called and told that they were still searching for a replacement vehicle to get them from Spain to France, but they'd be unlikely to hear back that day due to a Spanish public holiday.

Shortly after this conversation Acromas chased up on their enquiries about parts and labour cover, and it was confirmed that Mrs B didn't have this. Acromas were also advised that the current Spanish replacement vehicle would need to be dropped off before they reached the French border, but that a taxi could be arranged to take the family to France.

Mr B called Acromas the following day (16 August) and explained that their current Spanish replacement vehicle was too small to transport them, their luggage and their pet dog on their homeward journey. He asked for a larger vehicle and one that he could drive all the way to France so that they could avoid a long taxi journey. Acromas advised that Mrs B's policy didn't include cover for personal belongings or pets, and that the current Spanish replacement vehicle was adequate for the *people* in the party. But they agreed to see if anything could be done to improve the family's journey home.

Mr B also asked again about parts and labour cover. It was then he was advised that the sales call had been listened to, and that the policy didn't include cover for parts and labour (Mrs B's complaint against the broker that the policy was mis-sold is being dealt with separately).

Later that day Acromas called Mr B. He asked again about getting a larger replacement vehicle and made it clear that his dog's cage wouldn't fit in the current one. He was again told that the cover didn't extend to personal belongings or pets, and he asked to speak with a manager. As one wasn't available, a note was made that Mr B asked for a call back within two hours.

Two hours later Mr B called Acromas for an update. He was told that all options had been "exhausted" and it looked likely they'd have to take a taxi from the Spanish drop off point to France.

Mr B called again the following day repeating that his current Spanish replacement vehicle was too small for the dog's cage. Acromas said they'd search for something larger but couldn't "promise anything". The call handler made a note that Mr B wanted to be "kept in the loop".

By the following morning nothing larger had been found. To free up some space in their current replacement vehicle Acromas suggested Mrs B take some luggage to the garage for transportation back to the UK with their car. Meanwhile Acromas continued to search for a larger vehicle and by noon said they'd found one that Mr and Mrs B could drive to the Spanish drop off point before being taken by taxi to France. When Mr and Mrs B went to collect it they found they'd been given incorrect details for the hire car company so had to queue twice.

When the family arrived in France the replacement vehicle was again too small for the dog's cage. Acromas said it wouldn't be able to source a larger car until the following day. They offered to arrange accommodation for the night but Mr B declined. He explained that they'd miss their ferry crossing and had work commitments to meet. So Acromas spoke to the hire company (Company H). Mr B was given a different car.

#### *back home in the United Kingdom*

When nearing home on 20 August, Mr B called Acromas to ask where their car was. He was advised that it was still in the Spanish garage. Mr B wasn't happy the recovery hadn't happened yet, and said he wanted recordings of all his calls with the AA European

Operations call centre, and the sales call, to be sent to him. His complaint was logged. Mr B said he thought Acromas should continue to provide a replacement vehicle in the circumstances. They said the policy only covered a replacement vehicle for up to two days in the UK.

On 29 August Mr B told Acromas that Mrs B's credit card had been charged 284.40 euros by Company H. He also expressed his dissatisfaction with the number of calls he'd had to make to Acromas. They agreed to check what Company H had charged for. Mr B chased a response two days later and was promised a call back. Acromas later explained that they hadn't been able to get in touch with Company H but would keep trying.

On 3 September Company H confirmed to Acromas that the charge was a mistake and would be reimbursed less any amounts for fuel and insurance. When Mr B called that evening he was informed of this. He said this charge was "fraud". He was advised to contact the claims department about this.

#### *damage to car*

Mr and Mrs B's car arrived back in the UK on 5 September. The following day Mr B called Acromas to report that the car's front grill had been damaged in transit, and the rear bumper had a dent. He was advised to send in photographs by email, and was sent a text message directing him to the AA claims department. On 7 September Mr B sent three photographs of the car, a short video of the car being loaded on to the recovery transporter, and a photograph of a taxi fare receipt to the AA's customer support email address.

On 11 September Mr B advised AA customer support that: he was still waiting for call recordings, and he'd had no response to the evidence he'd sent about the damage.

On 26 September Mr B was sent an encrypted USB stick containing recordings of calls he'd had with AA Insurance Services Limited. He was told that the calls he'd had with the AA European Operations call centre wouldn't be provided as they were protected by French law. He couldn't open the audio files from the USB stick, so transcripts were posted to him on 10 October.

#### *Acromas' response to the complaint*

Mr B and Mrs B received a final response to their complaint about the service received from Acromas on 18 October. It said:

- The difficulties with providing a replacement vehicle in Spain and then France were due to the fact it was peak holiday season and stocks were low across car hire companies;
- Whilst the policy covered Mrs B for a replacement vehicle it did not extend to guaranteeing "like for like";
- It could not require the hire car companies to accept international drop-offs;
- Mr B should contact Company H directly about any outstanding charges;
- The recovery was actioned on the day it was requested and Mr B had been advised that it could take longer than usual in peak holiday season;
- The AA European Operations call centre had been "proactive" in contacting him where updates were available, but the local agent they were using hadn't always been responsive;

- To progress the claim for the damage to his car Mr B's evidence and full details of claim should be sent to the claims department.

Acromas apologised that the service had failed to meet Mr and Mrs B's expectations, and for the issues they'd experienced with communication. They also offered £20 compensation for the "slight delay" in recovering the vehicle, and £50 for the cost of their calls.

Mr B found this response inadequate. He pointed out he'd already provided evidence for his damage claim, and said no one had apologised for taking so long to provide the call recordings. Mr B didn't accept it was his responsibility to pursue Company H for a refund.

#### *our investigator's view*

Our investigator partly upheld the complaint. She said Acromas should reimburse Mrs B for the outstanding taxi fare. She also thought Acromas had made the situation more stressful for Mr and Mrs B with poor communication. She recommended they pay £100 for the trouble and upset caused. With regard to the charge applied by Company H, she said it should be refunded or a further explanation given as to what it was for and why it wasn't covered.

The investigator said the £20 already offered for recovery delay, and the £50 offered to reimburse call charges was fair and reasonable. And she said Mr B should raise his concerns about how his requests for call recordings had been handled with the Information Commissioner's Office (the ICO). Finally, she said that the relevant team should contact Mr B to confirm the information needed and investigate his damage claim.

#### *responses to the view*

Acromas agreed to contact Mr B about his damage claim but did not accept the investigator's view about the service they'd provided. They said Mrs B hadn't submitted a receipt for the outstanding taxi fare, and that they weren't responsible for the charge made by Company H.

Acromas thought they'd done enough to try and help Mr B in line with the terms and conditions of the policy. They said they weren't responsible for what the local agent or car hire companies did and, in any event, the policy didn't guarantee the size of the car.

Mr B asked for an Ombudsman to look at everything again. He said they felt let down by the service they'd had.

#### *my provisional decision*

I looked into the case. I came to a different conclusion to the investigator, so I issued a provisional decision setting out my thoughts against each point of complaint. I said:

##### *"taxi fare from garage to accommodation*

*I don't think there's any debate here that Acromas agreed to reimburse this cost. The policy covered the cost of alternative travel if the car couldn't be repaired within eight hours. I've seen evidence that Mr and Mrs B submitted their receipt for this journey on 7 September to AA's customer support team. Although I appreciate that this wasn't directed to the claims department I see no reason why it couldn't have been*

*redirected on behalf of the customer and paid earlier. Acromas should pay this fare if they haven't already done so.*

*provision of replacement vehicles*

*It is very unfortunate that Mr and Mrs B's car couldn't be easily fixed when it broke down and they had to rely on the policy's cover for Alternative travel arrangements in Europe. Having to use a different and unfamiliar vehicle, when your own provides well for all your particular family needs, is bound to cause a certain amount of stress and disruption to a holiday, however well handled. But I do think Acromas could have done better in communicating with Mr and Mrs B, and this part of the service added to the upset felt.*

*The policy covered the cost of hiring an alternative vehicle up to £120 per day. The general conditions explained:*

*"3. Replacement/ Hire vehicles*

*1. Car hire availability or equivalent replacement for Your Vehicle cannot be guaranteed. Multi purpose vehicles, four wheel drive vehicles, minibuses, vans, motorcycles and vehicles with automatic transmission in particular are difficult to hire ...*

*4. Unless otherwise agreed, hire car costs will only be covered where the AA have arranged the hire. It cannot be guaranteed that hire cars will be available in all circumstances ...*

*7. In parts of Europe, hire cars are not permitted to cross national frontiers and it may be necessary to change hire cars at national borders."*

*The terms and conditions booklet also included:*

*"Transportation of animals*

*Your European Breakdown Cover does not extend to arranging transportation for any animals. You are responsible at all times for making alternative arrangements for the transportation of any animal accompanying You."*

*Given the policy terms and conditions I think Acromas did arrange replacement vehicles in line with what they were obliged to do. And staff in the AA European Operations call centre did, I think, really try to make arrangements that met the family's needs.*

*They requested a car similar to Mr and Mrs B's own, changed the original booking so that Mr B didn't have to travel so far, talked through the options for getting home, explained the difficulties with international car hire, tried to manage expectations, and continued to search for a larger Spanish vehicle. As it got closer to the departure day they also made practical suggestions about sending some luggage home in the recovered car to make space.*

*However, there were occasions when the service fell down: they didn't promptly tell Mr and Mrs B when they had an answer to their enquiries about parts and labour*

*cover; they didn't always keep Mr and Mrs B 'in the loop' about what they were doing; and they didn't always give them accurate information. So I agree with the investigator that Acromas should pay Mrs B £100 in recognition of the additional upset caused by poor communication. This is in addition to the £50 they've already offered to reimburse the numerous calls Mr and Mrs B felt they needed to make to progress things.*

*charges made by Company H*

*Acromas say that they aren't responsible for the charges made by Company H for fuel (69.67 euros) and insurance (10.00 euros). These charges were applied to Mrs B's credit card in relation to the replacement vehicle they took from France to the UK. I've looked carefully at the policy and I agree with Acromas here. The policy says that the following are not covered:*

*"1. Any additional charges arising from Your use of the hire car such as fuel costs, any insurance excess charges, ... You must pay these direct to the hirer."*

*So I think this is something Mrs B would have to raise with Company H directly, if he's not done so already. If Mr and Mrs B had been travelling in their own car they'd have been responsible for fuel costs so I can't say they've lost out here.*

*the time it took to recover the car*

*Mr B requested recovery on 14 August and the car arrived back in the UK on 5 September – 16 working days later. The policy covered the cost of recovering the car to the UK. It said the average time for recovery was 8 to 14 working days from arrangement, but it could take longer at busy times. I note that Mr and Mrs B arrived back in the UK on 20 August and were allowed to keep their replacement vehicle for 48 hours in line with the policy.*

*Acromas have already recognised that the recovery took longer than the average timescale and offered Mrs B £20 by way of apology.*

*Given that the car was broadly recovered in line with the expectations set out in the policy I'm not minded to ask Acromas to do any more about this. I appreciate that it must have been very inconvenient for Mr and Mrs B to be without their car in the UK for so long, but I can't say that Acromas missed opportunities to recover it much sooner than it did.*

*response to subject access request*

*Mr and Mrs B exercised their rights under data protection law to request access to recordings of calls. On 20 August Mr B made it clear they wanted recordings of all conversations they'd had with staff in the AA European Operations call centre, and the policy sales call.*

*After some difficulties with accessing the audio files he was first sent on 26 September, transcripts of the recordings were posted to them on 10 October. Mr and Mrs B weren't happy about the length of time this took, or that they were refused recordings from France.*

*Our investigator advised Mrs B that this isn't something we're able to look at. However, because this part of the complaint is very closely linked to the regulated activity here – carrying out a contract of insurance – I think it is within our jurisdiction.*

*Data access requests should generally be responded to without undue delay and within one month of receipt of the request. Given this timescale I do think there was some delay on Acromas' part. This clearly added to Mr and Mrs B's frustration about their dealings with Acromas. So I think Acromas should recognise and apologise for the additional upset caused, by paying them £50 to compensate for the delay.*

*A data subject's right to access personal data usually extends to recordings of telephone calls they're party to. But Acromas told Mr and Mrs B any call recordings made in France couldn't be shared because of French national law.*

*It is not our role to decide if a business has breached data protection laws. But different rules do apply to listening to and recording calls in the workplace in France. Having looked at these I can't say Acromas acted unfairly by explaining they couldn't supply all the recordings requested, and providing Mr and Mrs B with the system notes instead.*

*I appreciate that Mr B doesn't think these system notes accurately reflect the number of calls they had to make, or the poor level of service. But I don't think our consideration of this complaint had been compromised by not being able to hear these conversations. It's still been possible to get a clear idea of the upset both he and Mrs B experienced, and identify the occasions when Acromas' service could have been better.*

*summary*

*I understand Mr and Mrs B were unhappy with the service provided throughout the claim and it's clear this experience wasn't one they expected to have while on their holiday. Breaking down abroad is inherently stressful and disruptive. But I can only look at whether Aromas acted fairly and reasonably, and in line with the policy. And having done so I'm satisfied that a total offer of compensation of £220 is fair."*

Mr and Mrs B didn't wish to add anything in response to my provisional decision. Acromas accepted it.

### **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

As neither party provided any detailed comments in response to my provisional decision I still think it should be upheld to the extent, and for the reasons, I set out in that decision.

### **my final decision**

I uphold this complaint. I require Acromas Insurance Company Limited to:

- Reimburse Mr and Mrs B's taxi fare from the garage to their accommodation;

- Pay Mrs B £100 in recognition of the additional upset caused by poor communication (this is in addition to the £50 they've already offered to reimburse the numerous calls Mr and Mrs B felt they needed to make to progress things, and the £20 offered for the slight recovery delay); and
- Pay Mrs B a further £50 for the upset caused by their delay in responding to the subject access request.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 28 May 2020.

Beth Wilcox  
**ombudsman**