

## **The complaint**

Miss F complains about how Acromas Insurance Company Limited (“Acromas”) handled a claim for extra costs under her roadside assistance policy.

## **What happened**

Miss F contacted Acromas in early December 2022 and made a claim. She asked for assistance because she said she’d damaged two wheels on her car, which had resulted in two flat tyres.

Her policy would send help for breakdowns and for accidents. Acromas assessed her claim as being one involving an accident. It thought that it couldn’t help Miss F due to her location.

Miss F wasn’t happy with how she was spoken to by Acromas’ claims handler.

Miss F called back shortly after and said only her tyres were damaged, not the wheels. So Acromas reassessed the situation and sent a recovery vehicle. Acromas’ recovery vehicle helped get Miss F’s car to a local repairer. The car was left there and Miss F and her companion used public transport, and a private hire vehicle, to return home. They incurred costs of £97.77 for this.

Miss F has made separate complaints to this service about aspects of her claims experience. This complaint relates to the “Alternative Transport Costs” portion of her complaint.

Acromas looked into this part of her complaint. It said it would pay Miss F the Alternative Transport Costs she’d incurred if Miss F could send it a receipt. It said it would do this as a goodwill gesture.

It had also agreed to pay an additional £70 compensation for poor service following the initial call and that the call handler hadn’t arranged for Miss F to speak to a manager.

Miss F remained unhappy and brought her complaint to this service. She asks for £50 compensation for each part of her complaint. Our investigator looked into it and thought Acromas should pay additional compensation of £30 for its mistake not refunding the ongoing costs Miss F had encountered, plus interest at 8% simple on the costs.

Acromas didn’t agree with the view. It said Miss F wasn’t entitled to claim her ongoing costs and that it had agreed to pay that amount as a gesture of goodwill only to settle the complaint. It also said it didn’t agree it should pay the additional compensation of £30 or the interest.

Because Acromas didn’t agree, this complaint has been passed to me to make a final decision.

I issued a provisional decision to allow the parties to consider this matter further:

*I'm issuing this decision as a provisional one because I think the offer made by Acromas is fair and I don't intend to ask it to pay more. This alters the view sent by our investigator and I'll explain why.*

*I've said above that Miss F has made separate complaints about various aspects of this incident. They are all being dealt with by this service and they are against different businesses.*

*This decision is about the payment of Alternative Transport Costs, which forms part of the cover Miss F had. But in considering this complaint I've also looked at the other parts of the incident so that I have an overall view of the service Miss F has and the response she's been given by the businesses.*

*I can see that Miss F was provided with service by Acromas' recovery personnel and she is happy with the service received by them. I've looked at the appropriate part of the policy wording which says:*

*"Onward Travel Benefit option B: Alternative Transport Costs*

*What is covered:*

*Costs for alternative transport incurred by you and up to a maximum of seven passengers travelling to a single UK destination that have been agreed at the time of breakdown by the Onward Travel team. Claims should be made in writing and sent together with proof of purchases and receipts"*

*"What is not covered:*

*[this exclusion is an exclusion relating to the entire Onward Travel Benefit]*

*Onward Travel cannot be claimed retrospectively and must be requested at the same time as the request for breakdown assistance is made or such assistance is given and the AA cannot arrange a local prompt repair"*

*It's important that I say Acromas agreed to pay Miss F her Alternative Transport Costs following the first part of her complaint about the lack of service she'd had in her first call to it.*

*In later correspondence it has also said it didn't think Miss F was entitled to claim this amount because Acromas had recovered her car to a nearby repairer, but Miss F opted to have the damaged tyres replaced a few days later. This would mean that the repair was available promptly, but Miss F chose to delay having the work done.*

*I've thought carefully about this. Having read the policy wording, I think it's possible that Acromas was reasonably entitled to refuse to pay Miss F's claim for onward travel. But I also think Acromas' offer to pay the amount (£97.77) was a fair response.*

*Ultimately, Miss F asked for assistance. She received it and complained about various aspects of the service she received. She was awarded compensation of £70 in connection with that service, and promised the recompense of her alternative transport costs as a gesture of goodwill, subject to proof of purchase.*

*Having read the file, I can also see there was a delay in Acromas receiving the evidence of Miss F's alternative travel costs. I can see that Acromas, having agreed to pay these, chased Miss F for them after it didn't hear from her.*

*And I can also see there was some confusion about the email traffic between Miss F, this service, and Acromas.*

*I don't think it's reasonable to ask Acromas to pay interest on the £97.77 it agreed to pay her because I can't fairly say it caused the delay.*

*Taking everything into account, I think Acromas' response and its goodwill gesture are fair and reasonable and I'm not going to ask it to pay more.*

### **Responses to my provisional decision**

Both parties agreed with my provisional decision. Acromas said it had already issued the payment for £97.77 earlier in the year.

### **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 both parties agreed with my provisional decision, my reasoning and final decision remain the same.

### **My final decision**

Acromas Insurance Company Limited has already made an offer to pay £97.77 as a goodwill gesture. For the reasons set out above, I think this offer is fair in all the circumstances.

So my final decision is that Acromas Insurance Company Limited should pay £97.77 to Miss F. It's my understanding that this amount has already been paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss F to accept or reject my decision before 1 August 2023.

Richard Sowden  
**Ombudsman**