

## **The complaint**

Mr P complains about the way Acromas Insurance Company Limited dealt with his claim when his car broke down.

## **What happened**

I'll summarise the main points about this dispute:

- Mr P held a roadside assistance insurance policy, which includes European breakdown cover underwritten by Acromas.
- He was driving in France when his car broke down. He got in touch with Acromas, who arranged for his car to be taken to a garage.
- The garage said it would take time to look into the problem. Acromas provided Mr P with a hire car and he continued his journey.
- The garage said the engine required replacement and sent Mr P a quote for this work. The garage and Mr P didn't reach an agreement about the repair, so Acromas arranged for his car to be returned to the UK unrepaired.
- When the car was returned to the UK, Mr P said it had been damaged whilst it had been with the garage and it had been left partly dismantled. The cost of repair was estimated at close to the value of the car, around £8,500. Mr P sold it for just over £1,000 in its damaged state. He thought Acromas was responsible for him losing out financially by taking his car to an "obscure, little garage in the middle of nowhere" when he thought there were more reputable garages nearby.
- The garage said it had received the car damaged and it hadn't caused further damage. It also said it had been necessary to partly dismantle the car to diagnose the problem and leaving it in that state avoided unnecessary labour costs. So it didn't agree to pay anything towards Mr P's loss.
- Acromas said it wasn't responsible for the garage and didn't have any approved garages outside the UK. So it had no control over how the garage acted. It thought it had acted fairly.
- Our investigator didn't think the complaint should be upheld. He said Acromas wasn't responsible for the garage and had fulfilled its obligation under the policy.
- Mr P disagreed. He maintained there were other, preferable garages closer than the one his car was taken to. And if his car had been taken to one of them, the problem would have been identified sooner and he wouldn't have lost out financially.

## 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.

- In summary, the relevant part of the policy says it covers a roadside repair or taking the car to the 'nearest' garage. The policy also says that Acromas isn't responsible for European garages or any other service providers, such as a recovery operator. The policy doesn't cover the cost of repairs beyond any carried out at the roadside.
- As the policy doesn't cover repairs at a garage and it says Acromas isn't responsible for a European garage, I don't think it would be fair to hold Acromas responsible for the actions of the French garage.
- Whilst the policy says Acromas isn't responsible for a recovery operator, it *is* responsible for a roadside repair or taking the car to the 'nearest' garage. And that can only be carried out by a recovery operator. So I think it would be fair to hold Acromas responsible for the actions of the recovery operator.
- Mr P says that despite the policy requiring Acromas to have the car taken to the 'nearest' garage, that didn't happen. I haven't seen anything to suggest this garage was the nearest – or at least the nearest available at the time. So arguably Acromas hasn't fulfilled the policy terms and ought to have taken the car to a different garage.
- However, I'm not persuaded it means Acromas is responsible for the loss Mr P suffered when he sold his car for much less than its repaired value. I'll explain why.
- It's clear Mr P has strong concerns about the professionalism and suitability of the garage. Whilst it may not have been the nearest, it's part of an established, reputable network of garages with mostly positive reviews. So I don't think there was anything to suggest to the recovery operator that this garage was unsuitable.
- And I haven't seen any evidence to show the garage avoidably caused any damage to the car, misdiagnosed the problem, or otherwise caused the condition of the car to be worse than it likely would have been if it had been taken to another garage.
- So *even if* I found Acromas was responsible for the recovery operator *and* they should have taken the car to another garage, I'm not satisfied it's been shown that made a material difference to Mr P.
- As a result, I'm not going to require Acromas to take any further action.

**My final decision**

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 9 November 2023.

James Neville  
**Ombudsman**