

The complaint

Mr Z and Ms C are unhappy with Acromas Insurance Company Limited's (Acromas) handling of a roadside assistance claim made whilst they were abroad.

Where I've referred to Acromas, this also includes any actions or communication by agents acting on Acromas' behalf.

What happened

Mr Z and Ms C had European Breakdown Cover for their vehicle, underwritten by Acromas.

In April 2023, whilst in Europe, Mr Z and Ms C's motorhome became stuck on a verge so they contacted Acromas for assistance.

Acromas said assistance would be provided. However, despite chasing Acromas over several hours, ultimately, they didn't provide assistance. Instead, Mr Z and Ms C say they paid €250 to a farmer to tow their motorhome from the verge where it was stuck.

Mr Z and Ms C complained to Acromas about the service they'd received. They asked for a full refund of the policy, reimbursement of the €250 they paid to the farmer, and compensation.

Acromas accepted the service their third-party agents provided fell short. They gave a full refund of the policy and paid £50 compensation. They also said they would be willing to reimburse the €250 if they were provided evidence of this being paid – but Mr Z and Ms C were unable to provide this.

As Mr Z and Ms C remained unhappy, they approached this service.

One of our investigators considered the complaint but she didn't uphold it. She said that the policy covered breakdowns and accidents, but she didn't think either of these had happened. But in any event, she said it wasn't unreasonable for Acromas to require evidence of the €250 paid, so she didn't recommend Acromas do anything further.

Mr Z and Ms C didn't agree and asked for a final decision from an ombudsman.

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.

Having done so, and whilst I appreciate it'll come as a disappointment to Mr Z and Ms C, I'm not directing Acromas to do anything further.

Firstly, as mentioned by our investigator, Mr Z and Ms C's Insurance Product Information Document outlines the policy covers European roadside assistance as a result of a breakdown or accident. And breakdown and accident are defined in the policy terms. However, neither of these events (as defined) happened. Instead, Mr Z and Ms C's vehicle was stuck on a verge.

But this is to an extent irrelevant here, as Acromas didn't decline to provide assistance on the basis a breakdown or accident hadn't occurred. Instead, they said they would provide assistance. But then failed to do so.

I can see from the notes of telephone calls that Mr Z and Ms C had to contact Acromas a number of times over several hours and were told assistance would arrive within 60-90 minutes several times - but it didn't. And at one point the assistance request was cancelled in error, before being reinstated several hours later when Mr Z and Ms C chased Acromas when assistance hadn't arrived. Ultimately Mr Z and Ms C were told assistance couldn't be provided due to the size of their vehicle and the location they were stuck, but this wasn't until much later in the day, after they'd already been told (several times) that assistance would be provided.

Acromas recognises the service their third-party claim handler provided fell short. So, they've provided a full refund of the premiums Mr Z and Ms C paid for the policy. And they've paid £50 compensation. It's clear that despite being told assistance would be provided, it wasn't. And I think refunding the premiums, and the compensation paid by Acromas, is reasonable for this so I won't be directing them to increase this.

Mr Z and Ms C say that because Acromas didn't provide assistance, they then had to pay a farmer €250 to tow them off the verge where they were stuck. Acromas said it would consider reimbursing this if Mr Z and Ms C provided evidence of the payment.

However, Mr Z and Ms C haven't been able to provide any evidence to support this payment being made. And because there weren't any repairs required to their vehicle, because it was stuck, rather than broken down or in an accident, they also don't have any receipts from any local garages to support what happened either. Mr Z and Ms C say the farmer towed them back onto the road, for a payment of €250, which was all that was needed.

Given the amount involved, I don't think Acromas has acted unfairly by requiring evidence of a payment being made before paying this amount. It's generally for the person making a claim for a loss to demonstrate the loss they've incurred. And without anything to support the €250 payment being made, I'm not going to direct Acromas to pay Mr Z and Ms C this amount.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Z and Ms C to accept or reject my decision before 11 October 2023.

Callum Milne
Ombudsman