

The complaint

Mr and Mrs C complain about the way Acromas Insurance Company Limited handled a claim under their roadside assistance policy.

Although this complaint has been brought by Mr and Mrs C, for ease, I've referred to Mr C throughout my decision.

What happened

The circumstances of this complaint are known to both parties, so I've summarised what's happened.

- In December 2022, whilst travelling abroad, Mr C required roadside assistance when his vehicle broke down on a motorway. The car was recovered and taken to a garage where he was told new parts would be required.
- Mr C called Acromas to say he couldn't get to his planned destination – a pre-booked hotel – which was an hour away and that he'd been advised to book and stay in a local hotel – which he did. But he was unhappy because the hotel didn't provide food or beverages.
- Upon realising he was eligible for a hire car, he asked Acromas to arrange a hire car so he could continue to his pre-booked hotel.
- Mr C says Acromas told him it would be difficult to get a rental car because the car agencies had closed for the day - as it was evening time - and that it would call him back with an update. Mr C says he never received a call back and so had to call again – at which point he was told a rental car wouldn't be available until the morning.
- Mr C says he didn't receive a call back in the morning and had to call Acromas to find out when the hire car would be available.
- Having decided to walk to the garage to get an update on his vehicle, he was told it had been fixed.
- Mr C complained to Acromas saying the lack of updates meant he'd unnecessarily stayed in a hotel waiting for an update. He says a rental car should have been offered to him when he first called – if it had, he could have continued with his original plans. He says the experience impacted the first few days of his holiday and so, he wants compensation to reflect this.
- In its final response Acromas accepted its communication had fallen short and it apologised for not being able to locate Mr C's original complaint from the time of the incident. So, it paid £75 compensation to reflect the difficulties Mr C had experienced.
- But Acromas didn't accept it was responsible for the difficulties experienced in

sourcing a hire car. It said requests for repairs and hire cars are through third party firms and so, it's reliant on the third-party firms providing good customer service.

- Unhappy, Mr C brought a complaint to this Service. An Investigator considered it and said Acromas should pay £150 compensation in total. Acromas accepted the Investigator's view, but Mr C said the compensation didn't reflect the difficulties he experienced and so, he asked for an Ombudsman's decision.

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, I agree with the outcome our investigator reached – I'll explain why.

It's important to recognise there's always going to be a degree of inconvenience and stress when a consumer finds themselves in a situation where their vehicle has broken down. And so, it wouldn't be fair to attribute inconvenience which would ordinarily be expected in such situations to the insurer.

Acromas has acknowledged its service fell short at times and has paid compensation to recognise this. Our Investigator didn't think the compensation was sufficient and awarded a further £75 - so what's left for me to consider is whether this reasonably reflects the difficulties Mr C experienced when he made his claim to Acromas.

Communication

I don't doubt the lack of updates on Acromas' behalf caused Mr C frustration. And because he had to make several calls to find out what was going on, I'm satisfied Acromas caused him avoidable inconvenience.

It's also disappointing that due to a lack of communication on Acromas' part, Mr C felt he had no option but to walk a potentially unsafe route to the garage where his car was being repaired to find out whether it could be fixed.

Hire car

Mr C has said the policy includes hire vehicle cover but that he wasn't told about this when he first logged his claim. He considers that had a hire car been arranged in the first instance, he would have been able to continue with his holiday plans and he wouldn't have experienced the inconvenience he did.

It's plausible that had a hire car been sourced earlier on any inconvenience could have been lessened - and like our Investigator said, Mr C did *potentially* miss out on an opportunity to limit the disruption to his holiday. But I'm not entirely persuaded by this argument. I say this because the policy document says: "*Car hire availability or equivalent replacement for your vehicle cannot be guaranteed.*"

So, even if Acromas had requested a hire car in the first instance, or as soon as it was notified as to the extent of the repairs to Mr C's car, there's no guarantee he would have been given one on the same day - particularly when, as Acromas had explained to him, there was low availability due to the time of year.

Acromas has explained it doesn't automatically request a hire vehicle when a claim is initially logged because it first needs to find out what repairs are required and how long these may

take - and it won't know this until the vehicle has been taken to a garage. On the face of it, this seems reasonable, but I think it would have been helpful for this to have been explained to Mr C when he first logged his claim to better manage his expectations.

Accommodation

Mr C is unhappy the only available hotel near the garage repairing his car was next to a highway and had limited food and beverage options. It seems this hotel was recommended by the garage. But in any event, Acromas has no control over hotel availability and so, whilst I appreciate the accommodation didn't meet what Mr C wanted, I don't think it's reasonable to apportion the hospitality issues he experienced to Acromas.

Compensation

Whilst I appreciate the inconvenience Mr C experienced might have been felt more greatly because it occurred during a holiday, I must balance this with the fact: his car was repaired the following day; having access to a hire car within the timeframe he'd wanted wasn't guaranteed; his interactions with Acromas occurred within a 24-hour period and so the overall impact was limited.

Considering the above, I'm satisfied the amount of compensation recommended by our investigator is fair.

My final decision

My final decision is that I uphold this complaint and direct Acromas Insurance Company Limited to pay Mr and Mrs C compensation totalling £150. It has already paid £75 which it can deduct from the overall sum.

Acromas Insurance Company Limited must pay the compensation within 28 days of the date on which we tell it Mr and Mrs C accept my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs C to accept or reject my decision before 9 August 2023.

Nicola Beakhust
Ombudsman