

The complaint

Mr G has complained about the poor service he received from Acromas Insurance Company Limited when he made a claim under his car insurance policy.

What happened

I've taken my understanding of what happened from Mr G's initial call to this service on 3 August 2021 and a timeline he provided on 3 December 2021 as Acromas hasn't responded to our request for its file.

In June or July 2020 Mr G's car was hit by another vehicle and he made a claim to his insurer, Acromas. Mr G says his car had been serviced by a dealership garage two days before so he knows it was in good mechanical working order just before the incident.

Initially Mr G thought the incident had caused cosmetic damage and drove the car home. But when home, noticed an oil leak trailing his journey.

Mr G said Acromas arranged for a recovery agent to pick up their car. He was unhappy that the car was driven onto the loading vehicle. He said Acromas arranged for the car to be taken to a body shop over 40 miles away. The body shop was unable to carry out mechanical repairs. Mr G says his car sat idle there for over a month as the body shop didn't have the equipment to move it.

Mr G said he was provided with an unsuitable courtesy car but that three days after, a suitable car was provided by Acromas. Mr G explained that his son has complex medical needs and his own car was suitable as he can fit his son's wheelchair and medical equipment into it. He explained that he needs to take his son regularly to hospital. Mr G also explained that his wife was undergoing treatment in hospital for cancer during this time.

Mr G said Acromas agreed for his car to be taken to another garage. In the meantime the body shop tightened some bolts which they thought might have contributed to the oil leak. The garage told Mr G it was a separate issue to carry out the repair but his car would need to be booked in and the repairs paid for. He says it was agreed that the car would be returned to the body shop for a wash and then back to the garage for repairs. But Acromas said the courtesy car would need to be returned and insisted Mr G collect his car without being repaired. Mr G said he had no choice but to collect his car from the garage before repair. He said his car had been with the garage for around five weeks.

Mr G collected his car, but said it immediately didn't sound right and shortly after an engine warning light came on. Between July 2020 and October 2020 Mr G said he had called Acromas for help around 500 times. Mr G said Acromas arranged for two assessors to inspect his car. He said the first assessor said the damage wasn't incident related without starting the car. The second assessor said some rust may have built up due to the car sitting idle for some time.

Mr G says he raised a complaint with Acromas which was upheld in part. He says that in October 2020 Acromas paid him £300 compensation for the poor service he'd received. He

said Acromas agreed to pay the costs of the repairs subject to receiving the relevant invoices from Mr G.

Mr G said he took his car to another garage and some repairs to the timing belt were carried out – which Acromas reimbursed him for. But Mr G said unfortunately this didn't fix the issues with his car. He contacted Acromas again but didn't receive a reply.

Mr G's son and wife were both very ill and so Mr G wasn't able to continue his contact with Acromas for around three months. He said that in June 2021 he contacted Acromas to explain there were still outstanding issues with the car. He said Acromas agreed to contact him to discuss his complaint within a couple of days. But he didn't hear from it – and he contacted it weekly since. Mr G said that in August 2021 he received a response from Acromas, but it wasn't a final response to his complaint. He has provided us with a copy of this email. Acromas said it had paid £1,254.72 in full and final settlement for the repairs. It said if Mr G found there were still incident related issues with his car he would need to provide a report from a garage confirming this for Acromas to consider.

Mr G contacted us on 3 August 2021. He said he felt it was unfair of Acromas to ask him to provide further information as he had already provided Acromas with everything he has.

Our Investigator contacted Acromas a number of times to request its provide us with its business file so that we could investigate Mr G's complaint. In August 2021 Acromas told the Investigator it believed it had resolved Mr G's complaint. But the Investigator confirmed this wasn't the case and despite several requests, Acromas hasn't provided anything. In October 2021 Mr G provided a copy of estimates he'd obtained for the remaining repairs which he sent to Acromas. This included a receipt for timing belt repairs which Mr G had paid £78 for.

In November 2021 Mr G told us that Acromas had agreed he could take his car to a dealership garage for inspection. In December 2021 the dealership garage sent Acromas its estimate for repairs and said the repairs could be either incident related or caused by the number of previous repairs.

Mr G said neither he nor the dealership garage received a response from Acromas despite it agreeing for his car to be taken to the garage. He said his car was there for five weeks.

In December 2021 the Investigator issued his view based on the information provided by Mr G. He said he could only look at issues up until Acromas's response to his complaint. Our Investigator recommended Acromas deal with the remaining incident related repairs. He found that Acromas advised Mr G to find a suitable garage as the one it had arranged for his car to be taken to couldn't carry out the repairs. So he felt Acromas should deal with the repairs on the same basis as an approved repairer of theirs had dealt with – that is to ensure effective and long lasting repairs for incident related damage are carried out.

Our Investigator said that Mr G would need to raise any ongoing issues with Acromas as a new complaint.

In January 2022 Mr G told us Acromas had agreed to pay a further £2,586.85 toward some repairs to the shock absorber, turbo hose and o ring. But Mr G said there remains £1,600 of repairs still outstanding which Acromas hadn't authorised.

He said Acromas had paid £300 compensation which included reimbursement of the £78 he'd paid for repairs. It's not clear to me if Acromas has paid two compensation amounts of £300.

Mr G says it's been incredibly difficult trying to progress his claim with Acromas due to the lack of response. He has found dealing with the agent assigned to his claim very hard. He needs his car to be put back into the condition it was before the incident or for Acromas to pay him the market value for it. Mr G said he needs his car to transport his severely ill son who spends a considerable time in hospital. And he also needs to travel with his wife for appointments for radiotherapy and chemotherapy.

Acromas didn't reply to the Investigator's view.

I issued a provisional decision on 10 March 2022. I thought it fair to look at the issues Mr G raised since bringing his complaint to us as they stemmed from his original complaint about the repairs. So I made provisional recommendations for Acromas to cover the costs of the remaining repairs in line with the estimate provided by the dealership garage in December 2021 totalling £4,136.18. And I intended to ask Acromas to pay Mr G £600 compensation in addition to the £300 it's already paid for the distress and inconvenience it has caused him.

Acromas didn't reply to my provisional decision.

Mr G says he is still having trouble with his car and has taken it back to the dealership garage. He wants the incident related repairs to be covered by Acromas. Mr G said he intended to provide us with an updated report from the dealership garage but this hasn't been received. Mr G says Acromas has paid for some of the repairs but not all.

So the case has been passed back to me to decide.

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.

Acromas hasn't provided any information to this service to enable us to properly investigate Mr G's complaint. So I've relied on the information Mr G has provided us with. And I've considered all of the information Mr G has provided. This is because his complaint that his car hasn't been properly repaired for incident related damage is ongoing.

It's clear that Mr G has been through an extremely distressing time – and having to deal with a car that hasn't been properly repaired and spend considerable time dealing with Acromas to get the issue resolved has been over and above what would reasonably be expected when having to deal with a claim. He's also clearly had to spend considerable time going back and forth to a number of garages. As the insurer, where no approved repairer is available for customer and it asks him to find an alternative, Acromas should ensure that long lasting and effective incident related repairs are carried out as part of the cover it agrees to provide in the event of a claim. I don't think it's fair for a customer to not have the same level of protection where an approved mechanical repairer isn't available through the insurer.

Mr G provide us with a copy of the dealership garage estimate from December 2021 and this listed repairs totalling £4,136.18. I understand from Mr G that Acromas has paid for part of these repairs. But there remains £1,600 of repairs still outstanding.

In the absence of any information from Acromas to support how it has dealt with Mr G's claim and complaint, I think Acromas should cover the remaining costs to repair Mr G's car in line with the estimate provided in December 2021. The estimate includes steering problems which Mr G says are still unresolved.

I think Mr G has been put to significant distress and inconvenience by Acromas' poor service over a period of 20 months since July 2020. Mr G has described in detail the impact of dealing with Acromas and not having a reliable car during this time. Acromas hasn't shown that it dealt with Mr G's claim reasonably and promptly. For this I think Acromas should pay compensation of £600 in addition to the £300 compensation it's already paid.

My final decision

My final decision is that I uphold this complaint. I require Acromas Insurance Company Limited to do the following:

- cover the costs of the remaining repairs in line with the estimate provided by the dealership garage in December 2021 totalling £4,136.18 ensuring that all incident related repairs are effective and long lasting
- pay Mr G £600 compensation in addition to the £300 it's already paid for the distress and inconvenience it has caused him.

Acromas Insurance Company Limited must pay the compensation within 28 days of the date on which we tell it Mr G accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

If Acromas Insurance Company Limited considers that it's required by HM Revenue & Customs to withhold income tax from that interest, it should tell Mr G how much it's taken off. It should also give Mr G a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 9 May 2022.

Geraldine Newbold
Ombudsman