

## **The complaint**

Mrs H and Mr W complain that Acromas Insurance Company Limited have delayed and provided poor customer service when dealing with their no-fault claim which has severely impacted them.

## **What happened**

In January 2022 Mrs H's neighbour damaged her parked car after skidding.

The car was recovered by Acromas for assessment and repair and a hire car was provided. After Mrs H collected the car in February she found that it was not repaired properly, and it wasn't roadworthy. She contacted Acromas who said they would look into it.

The car wasn't re-examined until August and it was then written off. Mrs H and Mr W spent a lot of time dealing with Acromas between February and August with no progress.

Although a hire car was provided, there were gaps when Mrs H was without a car. She says this was stressful as Mr W is ill and he needed to attend hospital for regular treatment, and she wasn't able to get him there.

In their final response Acromas accepted they had not provided the service that was to be expected, and they offered £500 as compensation.

Mrs H and Mr W were unhappy with Acromas's response and brought their complaint to us. Acromas increased their offer of compensation to £750 whilst the complaint was with us.

One of our investigators has looked into Mrs H and Mr W's complaint and he has recommended that Acromas pay £1200 as compensation for distress and inconvenience. Acromas agreed to pay £1000, but not £1200, and so the case has come to me to review.

## **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.

I can see that all the expenses and the claim have now been settled, and so I'm only considering Acromas's customer service failings, and looking at what the appropriate award should be for any distress and inconvenience caused by the failings.

I can see that Mrs H's car was originally recovered by Acromas on 12 January 2022. And was returned by the repairers on 18 February 2022. That was a reasonable length of time for a repair and should have been the end of the matter.

However, it wasn't. The repair hadn't been done properly, and the car wasn't safe to drive. Mrs H reported the defects to Acromas straight away, and they agreed to complete rectification works, but then nothing happened.

A hire car wasn't provided until 10 March, leaving Mrs H without a car for several weeks. This caused her distress and inconvenience because her partner was seriously ill, undergoing surgery and regular hospital treatments which she needed to take him to.

Without a car Mrs H and Mr W were dependent on others for lifts, or taxis and public transport, which was not really appropriate given Mr W's health. This added extra stress to what was already a difficult and emotional time for them. They didn't always have the money to pay for taxis and there was one occasion on which public transport had to be used following surgery, which caused extra complications for Mr W.

Acromas advised Mrs H to keep all her receipts for transport, which she did totalling £688. However, after she sent them into Acromas for reimbursement in March, Acromas lost them, which meant further phone calls and distress until Acromas eventually agreed to pay them without the receipts in September. This left Mrs H and Mr W out of pocket for 6 months at an emotionally and financially difficult time.

Although the hire car was provided in March, Mrs H's car wasn't collected, and Mrs H and Mr W spent several months chasing progress whilst nothing happened. They made 52 calls and left a lot of messages, but calls went unreturned. In addition, the hire car company were chasing Mrs H for return of the car as Acromas didn't inform them of the extension to the hire, adding extra pressure to deal with that issue.

Although they had a hire car, Mrs H and Mr W were unable to take their UK holiday, which was much needed after her Mr W's treatment, because the conditions of the hire car did not allow dogs, and they had to take their dog with them. If the claim had been resolved sooner, this would not have been the case.

Further inconvenience was caused in August when Acromas said that they couldn't find another repairer to take on the car, and asked Mrs H to find her own repairer. She spoke to several garages, but no one would take on the responsibility of repairing work that hadn't been done properly. Mrs H informed Acromas on 16 August 2022 and they then decided to write the car off. They advised Mrs H of this on 6 September which was the date they eventually paid the expenses. A settlement offer was then negotiated and paid in October.

Taking all of this into account, including the length of the delay in dealing with the claim properly, the distress and inconvenience caused by the poor repair and additional damage, the level of contact Mrs H had with Acromas, and the specific impact caused to them because of Mr W's health issues, I am satisfied that a substantial award for distress and inconvenience is warranted. I note that Acromas have already offered £1000, but I don't think this is a fair reflection of the distress and inconvenience caused for the reasons I have given above. I agree with the investigator that a figure of £1200 more adequately represents a fair award.

### **Putting things right**

To put things right, Acromas should pay Mrs H and Mr W £1200 for distress and inconvenience.

### **My final decision**

I am upholding Mrs H and Mr W's complaint against Acromas and I am directing them to put things right as above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H and Mr W to accept or reject my decision before 20 December 2022.

Joanne Ward  
**Ombudsman**