

## **The complaint**

Mr S complains Acromas Insurance Company Limited (Acromas) poorly handled a claim he made on the onward travel cover of his motor breakdown policy.

## **What happened**

The background of this complaint is known in detail to the parties involved so I've summarised the key points.

- Mr S has a roadside assistance policy which provides him with 'Stay Mobile' cover which is underwritten by Acromas.
- Under this cover if the insured vehicle is immobilised following a breakdown which the roadside assistance provider has attended and cannot promptly repair, the insured can claim for up to 72 hours use of a replacement vehicle.
- Mr S's vehicle couldn't be promptly repaired so he claimed for a replacement vehicle but wasn't offered the full 72 hours entitlement.
- Mr S complained to Acromas that it failed to meet its obligations under the policy. And that as a result of its actions he had to arrange alternative transport while his vehicle was being repaired resulting in taxi costs of £340.
- Acromas upheld this part of his complaint and offered to reimburse taxi costs Mr S incurred if he provided receipts confirming the totals he was claiming for. It also offered £150 compensation for the distress and inconvenience its poor service caused him.
- Our investigator considered Mr S's complaint and thought what Acromas had already offered was fair, so they didn't say it should do anything further.
- Mr S disagreed. He says Acromas should also have to pay him interest on the £340 reimbursement of taxi costs.
- The case has been passed to me to make a final 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.

- Acromas has accepted there were failings in its handling of Mr S's claim.
- The full car hire period wasn't offered as it should've been, and it says the service that Mr S received from its agents fell short of its usual standards.
- It's apologised for this and has offered reimbursement of Mr S's taxi costs that he's provided evidence of and £150 compensation for distress and inconvenience. I'm satisfied this offer is fair and reasonable in all the circumstances.
- I say this because Mr S has been reimbursed for the financial loss he incurred as a

result of Acromas's actions. And I think the £150 fairly recognises the further impact of these actions on Mr S in him having to spend time trying to sort the matter with Acromas and receiving a less than expected service when doing so.

- Mr S seems to accept Acromas's offer in part but thinks he should be paid interest on the payment of £340 due to the amount of time he was without this money.
- But Mr S likely would've had the reimbursement of his taxi costs far sooner had he provided Acromas with the relevant receipts showing these costs when it requested these several months ago.
- It's fair for Acromas to ask for this type of evidence and it seems Mr S was in possession of this (he provided receipts to this service) but chose not to provide it to Acromas.
- That's his choice, but it meant it wasn't unreasonable that Acromas didn't make any payment until this Service provided it with copies of the relevant receipts, at which point it raised and made payment of the reimbursement to Mr S promptly.
- This suggests had Mr S complied with Acromas's initial request, he most likely would've received prompt payment from it several months earlier than he did.
- I therefore think Mr S could've mitigated the time he was without the £340 quite significantly.
- By how much exactly, I can't know, but on balance, I think the £150 compensation already offered by Acromas fairly recognises any impact of the time Mr S was without this money anyway.
- It follows I won't be directing Acromas to pay anything more than what it's already offered in this case.
- I'm aware Mr S says he incurred a further taxi cost as a result of Acromas's poor handling of his claim, but as of yet, he's been unable to find the receipt.
- Should Mr S find this and present it to Acromas, I'd expect it to consider this in line with the policy terms.

### **My final decision**

Acromas Insurance Company Limited has already made an offer to pay £340 reimbursement of taxi costs and £150 compensation to settle the complaint and for the reasons set out above, I think this offer is fair in all the circumstances.

So my final decision is that Acromas Insurance Company Limited should pay £340 reimbursement of taxi costs and £150 compensation for distress and inconvenience to Mr S if it hasn't done so already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 17 January 2023.

Rosie Osuji  
**Ombudsman**