

## **The complaint**

Mrs S complains that Acromas Insurance Company Limited (“Acromas”) didn’t provide her with the services she was entitled to when handling her car insurance claim.

## **What happened**

The background to this complaint is well known to the parties so I won’t go into detail but will summarise the key points. Mrs S was involved in an accident but complained to Acromas as she felt they didn’t provide her with the benefits she should’ve received under her policy. She said she was informed she would need to get public transport home and wasn’t offered an overnight stay in a hotel. Mrs S said she was left at roadside services and had to arrange for her breakdown cover to take her home. Mrs S also said she was still waiting to hear back from Acromas about driver confidence lessons.

Acromas responded and accepted Mrs S wasn’t offered the service she was entitled to and arranged for a compensation payment of £400 to be paid. They also explained they’d contacted a company about the driver confidence lessons.

Our investigator looked into things for Mrs S. He agreed Acromas had made an error but, in addition to the £400 already paid, he recommended they should offer an additional £100 for the service provided in relation to the driver confidence lessons. Mrs S and Acromas disagreed so the matter has come to me for a 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’ve decided to uphold the complaint. And, I think the investigator’s recommendation here is a fair way to resolve matters.

Firstly, I’ve looked at the service given to Mrs S. The key facts about the complaint relating to not offering Mrs S the benefits she was entitled to and communication issues, aren’t in dispute. Acromas have admitted they got things wrong and paid compensation for this – and I think the £400 they’ve paid is fair and reasonable in the circumstances. The only issue I have to decide is whether there’s been any error in their handling of the driver lessons.

I can see the legal protection section of Mrs S’s policy provides cover for driver confidence coaching lessons. It goes further to say no cover will be provided for claims not reported within 90 days of the event. While the underwriter for this section of Mrs S’s policy isn’t Acromas, I’ve looked to see whether any errors have been made by Acromas when handling Mrs S’s request for these lessons. I can see Acromas originally did make a referral on Mrs S’s behalf a few weeks after the incident in July 2022. Mrs S called Acromas in August to say she’s frustrated she hasn’t received an update relating to the lessons. Acromas then

provided Mrs S with the phone number to contact to arrange the lessons. Mrs S then called Acromas and explained the company can't provide lessons in Mrs S's area.

Acromas then sent emails in September to the driving company and asked them to contact Mrs S. They explained Mrs S hasn't driven since the incident due to a lack of confidence. They explained they understand Mrs S was informed the lessons aren't available in her area and asked if it's possible to arrange for her to attend a course with another provider or for them to find an instructor in her area. There's then a note dated 1 December which shows Acromas made a call to the broker and asked if they would consider the lessons now as it's passed the 90 days' time limit and they're told it would be down to their assessment of individual circumstances, but Mrs S will need to call them.

I can see our investigator asked Acromas if, following the call in December, they contacted Mrs S to let her know she needs to call the broker. Acromas confirmed their notes don't show they contacted Mrs S to let her know she needs to call the broker to enable them to assess whether they can offer the lessons. I do acknowledge they did previously give Mrs S the relevant number to call but the information shows, after Mrs S was told the company couldn't provide the lessons in her area, Acromas then take this forward. I think the emails they sent in September demonstrates their agreement to pursue lines of enquiry in relation to the lessons. So, despite having their number, I don't think it was unreasonable in these circumstances for Mrs S to have made no further contact with either the broker or driving company. That being the case, I think it's reasonable for Acromas to have then kept on top of things. But, no further action is then taken until the phone call in December – and even after that point, Acromas don't get back to Mrs S to let her know she needs to contact the broker on the number provided in her policy booklet.

So, I think it's right that Acromas should compensate Mrs S for the upset and inconvenience caused by their poor service in this respect. The issues relating to this part of the complaint largely occurred after Acromas made their offer of £400, so I think it's fair for them to pay Mrs S an additional amount of compensation for the impact caused by the events here. To help decide what a fair and reasonable level of compensation should be, I've looked at what the impact of this error has been.

The information shows Mrs S was very nervous and anxious about driving a car again – and lacked confidence. The call notes show Acromas were aware of this and their emails in September say Mrs S's "...*confidence has been completely knocked*". The information also shows Acromas were aware that, despite Mrs S having purchased a new car, because of the confidence issue - she hadn't driven since the incident and was therefore using public transport. I accept that, overall, Acromas did take sufficient steps to assist Mrs S during the relevant 90 days following the incident – so I don't think they should be responsible for meeting the costs of the lessons if the broker or relevant underwriter decides they can't offer the lessons now.

But, there's a lack of action taken by Acromas from October to December – during which time they could've chased. And then, following their phone call with the broker in December, they should've let Mrs S know the next steps are for her to call the broker – this would've enabled her to move things forward.

These steps weren't taken during a time Acromas knew Mrs S was upset and inconvenienced. So, in addition to the £400 already paid, I think it's fair and reasonable in the circumstances for Acromas to pay an additional £100 to Mrs S.

### **Putting things right**

I've taken the view that Acromas have made an error in their handling of Mrs S's request for the driver confidence lessons. So, in addition to the £400 already paid to Mrs S, they should

pay an additional £100 for the upset and inconvenience – bringing the total paid for this complaint to £500.

### **My final decision**

My final decision is that I uphold the complaint. Acromas Insurance Company Limited have already paid £400 compensation – so they must pay Mrs S an additional £100 to bring the total amount of compensation paid to £500.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 23 February 2023.

Paviter Dhaddy  
**Ombudsman**