

## The complaint

Mr M is unhappy with the service he's received from Acromas Insurance Company Limited (Acromas) after making a claim under his caravan insurance policy.

## What happened

In June 2021, whilst being towed, the wheel came off Mr M's caravan causing damage to it. The caravan was recovered to Acromas' agent for repairs to be carried out.

There was a delay in receiving the parts required along with repair specialist availability, this caused delays in the initial repairs being completed. Following the repairs, the caravan was returned to Mr M in November 2021. However, Mr M was unhappy with the standard of repairs and that finishing items were missing.

Due to the service Mr M had received, Acromas waived the £100 policy excess. They also said that once parts were available, they'd collect the caravan for further repairs. During this time the battery on the caravan wasn't holding charge, so Acromas also agreed to cover the cost of a replacement battery.

In February 2022 the caravan was collected, and during repairs it was identified that the battery still wasn't holding charge and needed investigation. But there were delays with this being completed. It was determined that the alarm system was causing the battery to drain. Ultimately, whilst they didn't believe it was incident related, Acromas covered the cost of replacing the alarm.

Acromas said the caravan was repaired in August 2022, but Mr M wouldn't allow it to be returned until he had been provided with documentation surrounding repairs. The caravan was later returned to Mr M, but still had issues with the repairs.

Mr M is unhappy with Acromas' handling of his claim and approached this service. Across the claim and complaints, Acromas has paid a total of £450 compensation, reimbursed the cost of a new battery and paid for a new alarm, along with waiving the excess in the earlier stages.

Our investigator looked into matters. She said she'd only be considering from when the claim was made in June 2021 to September 2022. She recognised that the caravan still had issues after being returned, but she explained that this would be a new separate complaint – and Acromas had already raised that new complaint.

For the period the investigator considered, she acknowledged the costs that Mr M said he would like Acromas to pay. However, the only additional remedy she said Acromas should do to put things right (in addition to what they had already offered), was to pay 50% of the storage charges due for the period she was considering, totalling £237.50.

Acromas agreed with the investigator recommendation. Mr M didn't agree.

As an agreement couldn't be reached, the case has been passed 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.

Having done so, I've reached the same outcome as our investigator. I'll explain why.

Firstly, I should explain that I'm only considering the same period as our investigator here in my final decision. That is, from June to 2021 when the claim was made, up to September 2022. Ordinarily we'd only consider the period a business had already addressed in their final response – here Acromas issued final responses up to 21 May 2022. However, Acromas also provided file information up to September 2022, and didn't object to us considering that additional period (or the investigators recommendation - including for that period).

I recognise that since then, Mr M has had his caravan returned. Further issues with the repairs have been discovered and he's unhappy he still hasn't had his caravan returned in what he says is a 'fit for purpose' condition. And he's arranged (and paid for) his own inspection to be carried out. However, this isn't part of the period I'm considering here, and Acromas is considering this as a separate complaint.

I'll also outline that I've briefly summarised what happened. I don't intend on commenting on every event or communication which occurred throughout the claim as both parties are already aware. I don't mean this as a discourtesy to either party, instead it reflects the informal nature of this service and my role within it. But I'd like to assure both parties that I've considered all the information they've provided when reaching my final decision.

### The claim delays and service received

It's not in dispute that delays have occurred during the claim. The caravan was taken in for repairs in June 2021 and wasn't returned until November 2021. During this time, there was a backlog in required parts being available. When the parts were eventually received in September 2021, the initial works were completed in a timely manner.

Acromas contacted the repairer a number of times throughout chasing for updates, but they were told that the repairer was still awaiting the parts. I'm not able to hold Acromas responsible for delays in parts availability. Whilst Acromas could have attempted to source parts elsewhere due to the ongoing delays, given they were manufacturer parts, it is unlikely this would have moved things along more quickly as the same backlog would likely have been encountered elsewhere.

However, after these repairs, there was also body work required, but due to leave and medical reasons, the specialist was unavailable for several weeks. Acromas at this stage, due to the timescales, potentially could have attempted to source an alternative engineer, but given the repair needed to be completed by a specialist, there isn't anything to show with certainty that this would have been carried out more quickly if they had done so.

After these works were completed, the caravan was returned to Mr M in November 2021. However, Mr M was unhappy with the quality of the repairs, and that finishing parts were missing. The wheel lock also didn't fit the new wheels.

Acromas said they'd collect the caravan when the missing parts were available to be fitted, and waived the £100 claim excess, which was more than enough to cover the cost of a replacement wheel lock.

However, whilst awaiting the replacement parts and in storage, it was identified there was an issue with the battery and it wasn't holding charge. Acromas agreed to pay for a replacement battery, but this didn't resolve the issue. There was also a delay of around three months in reimbursing the cost of the battery to Mr M.

Acromas collected the caravan in February 2022 when the finishing parts were available, and also advised an electrical engineer was required to investigate the battery issue. But there were delays of around four weeks in them being available to investigate.

Following investigation, it was determined that the alarm was causing the battery to drain, and this was isolated by the repairer which resolved the issue. However, Mr M was unhappy with this as the caravan had a functioning alarm prior to the incident and repairs. Ultimately Acromas paid for the alarm to be replaced. Works were completed in August 2022, but Mr M wouldn't allow the caravan to be returned until he had been provided with documentation about the works that had been carried out.

It isn't in dispute there have been delays, poor communication and repairs haven't effectively been completed. This is why Acromas has paid compensation, along with the additional items mentioned, to attempt to put things right.

Acromas says the battery and alarm issue weren't related to the incident that resulted in the claim needing to be made. Mr M disputes this, as he says they were working fine before the loss. However, from the information provided, I can't see that these items were damaged during the incident, and they don't form part of the original works required.

In the absence of any evidence to show they should always have been part of the original repairs related to the incident, I'm satisfied Acromas dealing with those items and referring to them as a gesture of goodwill as part of their attempt to put things right is fair and reasonable. And the cost to Ageas was around £290 for the alarm replacement and investigation, and £87.96 for the battery. So, I'm satisfied this goes some way toward compensating Mr M (along with the monetary compensation) for what has happened.

In addition, Acromas also waived the policy excess (£100). And across the claim period I'm considering, Acromas also paid £450 compensation. £150 was for poor communication and a delay in reimbursing the battery costs. £300 was for delays in the engineer inspecting the battery issue, and that this still wasn't resolved, along with communication issues.

When considering the level of compensation overall and the period I'm considering, I think £450 compensation, covering the alarm, battery and waiving the excess is fair and reasonable for the service Mr M has received. So, I'm not going to direct Acromas to increase this.

#### Additional costs being claimed for

Mr M has also asked for Acromas to pay several costs he holds them responsible for. I'll consider each separately.

#### £39 per hour for correspondence during the claim

Mr M has asked for an hourly rate for corresponding with Acromas throughout his claim. He's calculated a total of 13.5 hours and says he should receive £39 per hour.

Whilst I note Mr M's request, I'm not going to direct Acromas to pay this hourly rate. With any claim there will be inconvenience, but I do agree this was much more than expected due to

what went wrong throughout. However, I'm satisfied the compensation already offered (and additional items Acromas paid for) is fair and reasonable for the service received, so I won't be directly an hourly rate on top of that amount.

#### Holiday's abroad

Mr M says he's calculated during this time period, using his caravan for holiday's, he would likely have spent around £1,800. But he's not been able to use it. As a result, Mr M took holiday's abroad at a cost of £4,640. So, he's asked for the difference in what he would have spent on caravan holidays against the trip's he took abroad – totalling £2,840.

Whilst I note Mr M's request, I'm not going to direct Acromas to pay for his holidays abroad. Mr M decided to holiday abroad as an alternative to caravan trips, at a much higher cost. This was his choice to do so, and this wasn't something he agreed with Acromas beforehand. So, I don't think it would be fair or reasonable for Acromas to cover this cost.

I do recognise that Mr M wasn't able to use his caravan for periods of time (although it was back with him for some of this time waiting for finishing parts), but I'm of the view the compensation (and covering the cost of the items as mentioned) fairly compensates Mr M for this.

#### Insurance premiums

Mr M has asked for a refund of the insurance premiums he's incurred.

However, Mr M would always have incurred this cost. And a significant portion of the period I'm considering was within the same policy year as the claim and prior to renewal. The insurance premiums would always have been payable in full as Mr M had made a successful claim under his policy. And Acromas waived the policy excess that otherwise would have been incurred under the terms of Mr M's policy – which is almost the equivalent of half the yearly premium.

As I say, some of the delays were outside of Acromas' control. But Mr M would've always been responsible for keeping his caravan insured regardless of whether he had an accident or not. And I don't think it would be fair and reasonable to direct Acromas to reimburse those insurance costs.

#### Independent report

Mr M has also had an independent report completed after his caravan was returned in October 2022. So, he's asked for the cost of that to be reimbursed. But that falls outside the period I'm considering as part of this complaint, so it's not something I'm going to decide as part of this final decision.

### Storage charges

Mr M paid for his caravan storage space throughout, this included extended periods it was empty because the caravan was with Acromas' repairer. Mr M has explained that as he was unsure when the caravan would be returned, as there were delays in parts and repairs, he had to continue to make the quarterly payments.

Mr M has also said that if he had cancelled it, then that would have jeopardised his future storage for the caravan, as he likely wouldn't have been able to obtain another space.

For the period I'm considering, the total for storage amounts to £475. However, the caravan would always have been in for repairs, and this timescale was extended by the lack of available parts - which was outside Acromas' control. The caravan was also returned for several months after the initial repairs were completed, and later, Mr M wouldn't accept it being returned until he had received documentation.

Therefore, it wouldn't be fair or reasonable for Acromas to cover the full costs of the storage. But as I do agree that Acromas was responsible for some of the overall claim delays, I'm going to direct them to pay 50% of the storage costs (subject to proof of the costs being provided), totalling £237.50, and I think that is fair and reasonable in the circumstances.

### **My final decision**

It's my final decision that I uphold this complaint in part. In addition to what has already been offered/paid by Acromas Insurance Company Limited, they must:

- Pay Mr M £237.50 for 50% of the storage charges (subject to proof being provided)

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 21 February 2023.

Callum Milne  
**Ombudsman**