

The complaint

Mr and Mrs W have complained about the poor service they received when they sought assistance under their European Breakdown policy – a product provided as part of a packaged bank account.

The underwriter is Acromas Insurance Company Limited, so my decision refers to Acromas – and any agents acting on its behalf – as the same.

What happened

Mr and Mrs W went on holiday to Europe in their car with their family in July 2022. Unfortunately before they reached their destination their car produced a warning light on the dashboard and needed repair.

In August 2022 Mr and Mrs W complained to Acromas. They were unhappy with the poor service they received when trying to reach Acromas. They were unhappy with the delay in arranging repairs, in moving their car to another garage, in arranging car hire and repatriation of their car back to the UK.

Mr and Mrs W said their holiday was severely impacted and wanted Acromas to reimburse them for the costs of the holiday and unexpected travel costs.

Acromas upheld some of the complaints. It said there were very high volumes of calls at that time for their European service. It acknowledged it had provided a poor service here.

Acromas explained that the time it took for a garage to diagnose and the timeline to carry out repairs was something outside of their control.

In relation to communicating moving their car to another garage to potentially carry out repairs sooner, Acromas said it didn't communicate clearly here. It did try to arrange a courtesy vehicle, but having contacted several providers, a suitable vehicle wasn't available.

Acromas said its wait time for repatriation was at around seven weeks, when its usual wait time was around two weeks. For this it apologised.

To compensate Mr and Mrs W for the distress and inconvenience caused by its poor service, Acromas paid £200.

Mrs W asked us to look at their complaint.

Our Investigator thought that Acromas had done enough to resolve their complaint for the issues within its control.

Mrs W wants an ombudsman 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.

Mrs W say they had to spend much of their two week holiday researching for assistance they believe Acromas should have provided, in call times with Acromas, and in arranging dropping off and collecting hire car and luggage.

I understand it can be very distressing and disappointing to have their car break down during a holiday. Unfortunately, even if Acromas had provided a perfect service, the breakdown would have caused considerable disruption and eaten into their holiday time. This was unfortunately inevitable.

I can see that Acromas contacted a garage with the capacity to carry out a diagnosis on their car. Because this garage had a long wait time to carry out repairs, Acromas found another garage to look at the car. Because parts were required – and this meant waiting for parts to be delivered once ordered – Acromas gave Mr and Mrs W the option to either have their car repaired in Europe and for Mr W to return and collect it – or for them to return to UK as foot passengers and their car to be repatriated for repair in the UK. Acromas did give Mr and Mrs W the timeframe for repatriation of around seven weeks, so while this wasn't a good outcome, I think Acromas managed their expectations.

Acromas contacted several car hire companies to locate a replacement car for Mr and Mrs W but was unable to – and so they gave Mr W the option to obtain one and be reimbursed for the costs. I think this was fair in the circumstances. Mr and Mrs W's car was returned to the UK unrepaired as requested. This took place at the end of August 2023.

I appreciate that the impact of the breakdown was significant and affected their enjoyment of their holiday – understandably. And while I think Acromas' service led to some poor communication and wait times in calls, overall I think it's compensation award of £200 is fair to reflect its role in the issues Mr and Mrs W were faced with. I think the fact that it was the peak time of year for holiday, the garage(s) availability and turnaround time in Europe to carry out diagnostics and repairs, and the lack of availability of a hire car, were things outside of Acromas' control. I think it's worth mentioning that under the policy wording, it explains that in Europe the service providers do not act on Acromas' behalf, nor are they approved by Acromas' agent – unlike in the UK.

So in this case I think Acromas has done enough to resolve the complaint.

My final decision

I'm sorry to disappoint Mr and Mrs W. But for the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W and Mrs W to accept or reject my decision before 2 April 2024.

Geraldine Newbold
Ombudsman