

The complaint

Mr A complains about the level of service provided by Acromas Insurance Company Limited after he made a claim on his roadside assistance insurance policy. He wants increased compensation for the trouble and stress caused.

What happened

Mr A's car broke down, so he arranged for a hire car to be provided to him under the "Onward Travel" section of his roadside assistance policy. But Mr A was unhappy that he was offered unsuitable cars, with the lack of communication, that he was told bookings had been cancelled, that a staff member was rude to him, and that he was told a specific car wasn't available when it was. Acromas agreed there had been service failings in its communication with Mr A and it offered him £75 compensation for this. But Mr A felt further compensation was warranted.

Our Investigator didn't recommend that the complaint should be upheld. He thought Acromas had provided hire cars in keeping with the policy's terms and conditions. He thought a staff member hadn't spoken to Mr A rudely in a phone call. And he thought Acromas' offer of £75 compensation for its poor communication was fair and reasonable.

Mr A replied asking for an Ombudsman's review, so his complaint has come to me for a final decision. He said his stress was exacerbated by being offered unsuitable cars when suitable ones were available. He felt that he had been treated rudely. He said that the delay in providing a hire car had delayed his repairs. And he thought Acromas was responsible for his incurring a £150 cost when his family member charged him for the use of his car. He thought further compensation was warranted.

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 understand that Mr A expected to receive the level of service and benefits from his policy that he is entitled to so that he could get his car repaired. And I can understand that he feels frustrated that he had to call Acromas' agents multiple times to get the service he expected.

Mr A said Acromas offered him a hire car that was unsuitable for him. Our approach in cases like this is to consider whether the insurer's acted in line with the terms and conditions of the policy and fairly and reasonably. So I've looked at Mr A's policy with Acromas and I can see that under the definitions on page 8 for "Replacement Hire Car" it states:

"means a mid-range saloon or hatchback-style car (up to an engine size of 1600cc).

And on page 16, under "6. Onward Travel, Replacement Vehicle, What is covered", it states

"The cost to supply a replacement mid-range saloon or hatchback type car for up to 3 days. by our chosen supplier, subject to availability."

I can see from Acromas' files and the calls made with Mr A that he was offered various models of cars. But he declined them as unsuitable as he preferred a specific model that he had hired in the past.

I can understand that Mr A found this stressful as Mr A could see that suitable models were available on the agent's website. But Acromas is obliged to provide a car subject to availability, not a specific model. I think it reasonably offered Mr A a replacement car for three days whilst his car was being repaired, and so I think it fulfilled its obligation under the policy's terms and conditions.

I can see that Mr A first complained to us about six weeks after his car's breakdown, but he hadn't yet been provided with a hire car. But in a call with Acromas after Mr A complained, he said this delay was because he had been busy with work. And I can also see that he deferred repairs in one instance due to a hospital appointment. So from the evidence I think Acromas reasonably tried to provide Mr A with his entitlement under the policy and it wasn't responsible for delays in making the repairs.

Mr A told Acromas that in the meantime he had the use of another car but hadn't suffered any financial loss. Mr A later told us that he had to pay a family member for the use of his car. But, as I don't think Acromas was responsible for the delay in providing the hire car then I can't say it was responsible for Mr A's financial arrangement with his family member.

Mr A said the call handler who arranged his car hire had been rude and unprofessional. I've listened to this call, and I don't agree, although I can understand that this can be subjective. I think the call was business-like with the call handler noting Mr A's requirements and it ended amicably. I can't say that the level of service was wanting.

Acromas did agree that there had been service failings:

- Mr A hadn't received a promised call back from its agent.
- Mr A had to make repeated calls to arrange the hire car.
- There was miscommunication between Acromas' agents such that Mr A was given incorrect information.

I can understand that this must have been frustrating and upsetting for Mr A. To put this right, Acromas paid Mr A £75 compensation. I think this compensation is in keeping with our published guidance for the impact these errors had. And so I think it was fair and reasonable, and I don't require Acromas to increase this.

My final decision

For the reasons 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 A to accept or reject my decision before 20 November 2024.

Phillip Berechree
Ombudsman