

The complaint

Mrs R complains that Acromas Insurance Company Limited is responsible for delay and damage in connection with her claim on a breakdown insurance policy.

What happened

The subject matter of the insurance, the claim and the complaint is a campervan, first registered in 1996.

For the year from early May 2023, Mrs R had European breakdown cover for the campervan. The policy was branded with the name of a members' organisation and arranged by an intermediary associated with that organisation. Acromas was the insurance company that was responsible for dealing with any claim.

On 28 March 2024 (the day before the Easter weekend), Mrs R was driving the campervan in a European country to see her sister who was ill. Mrs R had taken her two dogs with her. Unfortunately, the campervan broke down at a fuel station in the European country but hundreds of kilometres away from Mrs R's sister. Mrs R called Acromas for assistance.

On Friday 29 March 2024, Mrs R left the campervan, took a taxi to pick up a hire car arranged by Acromas, and drove to her sister's address. Acromas later reimbursed Mrs R for the taxi and paid for the hire car.

On 5 April 2024, Acromas said its recovery agent would deliver the van to Mrs R at her sister's address on the evening of 12 April 2024.

On the morning of 13 April 2024, Acromas told Mrs R that the recovery vehicle had broken down and her campervan would be returned on 15 April 2024. Late in the evening of 13 April 2024, the recovery agent unexpectedly delivered the campervan.

On 14 April 2024, Mrs R complained to Acromas that, while the campervan had been in the care of the recovery agent, some incident had damaged its fibreglass roof, air vent, rear railing and ladder.

By a final response dated 22 April 2024, Acromas said it was sending Mrs R a cheque for £150.00 as an apology for the inconvenience of the delayed recovery. However, it didn't accept the complaint about damage, saying that it wasn't responsible for the recovery agent.

Mrs R brought her complaint to us without delay.

Our investigator recommended that the complaint should be upheld in part. He didn't think Acromas unnecessarily delayed the recovery of the campervan. He thought that, as a lot of the delays and the communication issues were out of the control of Acromas, the compensation of £150.00 was fair for the distress and inconvenience caused.

However, the investigator thought that damage had occurred in Acromas' care. He recommended that Acromas should either:

1. arrange a repair shop to repair the damage that was caused to Mrs R's campervan at no cost to her, or
2. allow Mrs R to take the campervan to a repair shop of her choice and Acromas can pay the cost of any final invoice to repair the campervan's roof and railings to the condition it was in prior to the breakdown.

Mrs R disagreed with the investigator's opinion. She asked for an ombudsman to review the complaint. She says the following:

"Ideally, I would have preferred a cash settlement as I have already attended to the problem, albeit metal flowers hiding the fibreglassing patch overspilling the roof. Even if they could give me £1500 towards the expense and intrinsic devaluation of the damage incurred, I would be happy. This is definitely less than the price of a full restoration."

Acromas accepted the investigator's opinion. It declined to pay cash in lieu without further details.

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.

According to its MOT history, the campervan passed a test in early February 2023 with a recorded mileage of about 123,000. DVLA issued the most recent V5 registration document a few days later, so Mrs R had acquired the campervan by that time.

According to its MOT history, the campervan passed a test in late January 2024 with a recorded mileage of about 128,000.

Miss R was already in a difficult situation when she contacted Acromas. That's why she contacted Acromas. Her situation was made worse by the urgency of seeing her sister and the need to look after the dogs.

Things got worse with a theft from the campervan, then with difficulties in arranging a taxi and a hire car that would take the dogs. Also, there were times when Mrs R didn't know what was happening with her campervan.

I accept Mrs R's statement that while Acromas was dealing with the recovery, some incident caused damage to the fibreglass roof, roof air vent, rear railing and ladder. From the photographs, I don't think the campervan was watertight. And Acromas didn't offer to fix it.

So I accept that Mrs R got a friend to patch up the fibreglass roof. She also removed the damaged railing and ladder. I have no reason to doubt Mrs R's statement that she paid her friend £350.00 for the work. However, there isn't enough paperwork, so, I don't find it fair and reasonable to direct Acromas to reimburse that amount.

Acromas referred to the following policy term:

"Please note: Any services that may be arranged for you under this policy are delivered by third party service providers including, but not limited to, garages, repairers, recovery operators, mechanics of motoring organisations and car hire companies. These third party service providers are not the agents of, nor are

approved by, [the intermediary] or Acromas Insurance Company Limited. Neither [the intermediary] nor Acromas Insurance Company Limited is liable for the acts or omissions of such service suppliers.”

However, the investigator didn't find it fair for Acromas to rely on that term in Mrs R's case. Moreover, Acromas accepted the investigator's opinion. So I don't need to make a finding about that term or about what caused the damage.

Putting things right

I've seen from its file that Acromas had tried hard to keep things moving forward, notwithstanding the holiday weekend. I also give Acromas credit for sending Mrs R £150.00 and later changing its position in relation to the damage.

Weighing up the extent of Acromas' responsibility for the distress and inconvenience Mrs R suffered, I'm satisfied that £150.00 is fair and reasonable. I don't consider it fair and reasonable to direct Acromas to pay any further compensation.

I've thought about Mrs R's request for cash in lieu of repair. However, there isn't enough evidence of the estimated cost of repair. So I broadly agree with the investigator's recommendation. However, I encourage (without directing) Acromas to look at the photographs, and/or get a repair estimate and to talk to Mrs R about a settlement of a cash sum in lieu of repairs in line with this decision.

My final decision

For the reasons I've explained, my final decision is that I uphold this complaint, I direct Acromas Insurance Company Limited (subject to Mrs R's cooperation) to either:

1. arrange and pay for repair of the damage to the fibreglass roof, air vent, rear railing and ladder of Mrs R's campervan, or
2. pay for repair of the damage to the fibreglass roof, air vent, rear railing and ladder of Mrs R's campervan by a repairer of her choice.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 22 November 2024.

Christopher Gilbert
Ombudsman