

## The complaint

Ms S complains about how Acromas Insurance Company Limited (Acromas) dealt with a claim on her motor insurance. References to Acromas include other individuals and organisations acting on its behalf.

## What happened

Ms S had motor insurance with Acromas. Her car was involved in an accident and she contacted Acromas to make a claim. Acromas arranged for a garage to do the repairs. Ms S wasn't happy with the repairs and with the condition the car was returned to her in and complained to Acromas. Acromas said it didn't uphold Ms S's complaint about the rectification repair options available to her as the viable options available to her to get the repairs completed were explained to her. As the repairer that was appointed originally on her claim was not an approved repairer, Acromas said it couldn't force another approved repairer to take on the rectification works.

Acromas said the only options available to Ms S to resolve her concerns with the quality of the repairs were as follows:

*“Option one: You accept the previously offered cash in lieu settlement of £160.20 including VAT and use this to get the repairs completed outside of the claim with a Repairer of your choosing.*

*Option two: You locate a Repairer of your choice to provide a fully costed estimate for the rectification and supplementary works needed to your vehicle so that the previously offered cash in lieu settlement can be reconsidered.”*

Acromas also didn't uphold Ms S's complaint about the cash in lieu settlement offered to her for the rectification and supplementary repairs, and said the settlement of £160.20 including VAT previously offered to her was fair and reasonable and was compiled by the Engineering Company who attended her vehicle and confirmed the needed repairs.

Acromas did uphold Ms S's complaints about the poor standard of the repairs completed, the poor condition her vehicle was returned to her in, the lack of support it gave her in dealing with this, and a lack of transparency relating to the rectification element of her claim due to its lack of clarity as to the correct process to rectify the poor repairs, and the lack of a call back from a claims manager after Ms S raised a complaint.

Acromas apologised for the complaints it upheld, said feedback would be provided to the relevant departments and individuals to prevent recurrence and arranged for a payment of £300 as an apology.

After she received the final response letter from Acromas, Ms S got her own estimate for the repairs from a different repairer of over £3,00 including VAT, which Acromas agreed to.

Ms S wasn't happy with what Acromas said and complained to this service. Our investigator upheld her complaint. He said he didn't believe it was fair or reasonable that Ms S's car was

returned to her still requiring rectification works and if the initial repairs had been completed to a suitable standard, Ms S's claim wouldn't have been delayed.

He said Ms S notified Acromas of the required rectification works and they still hadn't been fully completed 12 months later, a delay which appeared to have been completely avoidable. He said Acromas caused further issues by initially appointing a non-approved repairer, meaning when there was a need for rectification works, Acromas appears to have been powerless to appoint the same repairer or another approved repairer. This resulted in Ms S becoming responsible for finding a repairer, which he didn't believe was fair or reasonable.

He said Acromas should pay Ms S a total compensation award for distress and inconvenience of £500 (less the £300 it previously agreed if that had already been paid) in recognition of the considerable distress, upset and worry it caused her and the significant inconvenience and disruption that needed a lot of additional effort and time to sort out.

Acromas agreed with what the investigator suggested but Ms S didn't so her complaint has been passed to me. Ms S wants a further £1,500 compensation in addition to what she has already received.

### **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 uphold Ms S's complaint. I'll explain why.

First of all it's important to explain that I can only look at the matters as responded to by Acromas in its final response letter dated 2 November 2023. I'm aware that Ms S has made a separate complaint to Acromas and to this service about the hire cars that were provided for her while the repairs were being carried out, but I can't look at these matters as they are separate from the issues raised in this complaint. I understand that Ms S has been awarded compensation in relation to her complaint about the hire cars, which I understand she has accepted.

In her complaint to this service Ms S said:

*"Despite having such a terrible experience with this claim – I was placed under further pressure/stress and forced to find a repairer. [Acromas] would not take the ownership and responsibility of the rectification/warranty work for this claim. They have provided constant push back for me to find a repair garage. I went to several repairers for estimates – which took up a lot of my time, causing considerable inconvenience and stress for me. I was turned away by the repairers to be told that the insurance company should be taking this responsibility not me or the garage that repaired the vehicle should take the car back and complete the repairs to the standard required. I felt at a total loss, without any direction or support. [Acromas] added further pressure on me by placing time constraints..."*

It also seems there was confusion at various times on Acromas' behalf about which repairers were approved repairers, which led to confusion about, among other things, the length of warranty Ms S would get for the work that had been carried out.

Acromas has caused considerable distress and inconvenience to Ms S and it should compensate her for this. I am pleased to see that Acromas accepted what our investigator said and has agreed to pay Ms S a total of £500 compensation for this complaint.

I believe this amount of compensation is fair and reasonable in the circumstances and is in

line with what this service would usually expect, and our published guidelines regarding compensation awards for distress and inconvenience.

### **My final decision**

For the reasons above I uphold Ms S's complaint. I require Acromas Insurance Company Limited to pay Ms S a total of £500 for the distress and inconvenience caused by the events leading to this complaint. If Acromas has already paid Ms S the £300 it agreed to pay in its final response letter of 2 November 2023, then it only needs to pay her the balance of £200.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 13 January 2025.

Sarah Baalham  
**Ombudsman**