

The complaint

Mr V complains that Acromas Insurance Company Limited (“Acromas”) wouldn’t provide him with a refund when he cancelled his car breakdown assistance cover.

What happened

Mr V had a breakdown assistance cover with Acromas covering his car. Part of the cover includes providing him with onward transportation.

In June 2024 his car wouldn’t start. He called Acromas and made a claim. He’d already called out Acromas twice earlier in the year and it’d provided him with a temporary repair on the second of those occasions.

Acromas asked Mr V to prove he’d had repairs done, but Mr V couldn’t do this. Acromas attended but only to standby while Mr V took his car to a repairer.

Mr V complained about Acromas refusing to recover him and provide further service, and the way he was spoken to by its staff. He then cancelled the cover, but was told he couldn’t have a refund.

This service is only able to consider the matter of the refund for the onward travel element of cover, as the other parts of his complaint don’t fall into our jurisdiction.

As Mr V remained unhappy, he brought his complaint to this service. Our investigator looked into it and thought it wouldn’t be upheld. They thought Acromas had acted in line with its terms and conditions in not providing Mr V with a refund.

Mr V didn’t accept the view. He raised the urgency of the situation he was in when he requested service from Acromas, and insisted compensation was not negotiable. Because he didn’t agree, his complaint has been passed to me to make a final decision.

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’ve read about Mr V’s struggles with his family’s health and how he feels Acromas didn’t provide him with the quality of assistance he believes he was entitled to.

But, it’s important he understands that I can only consider the matter of a premium refund following him cancelling his cover for the onward travel element of his cover. The reason for this is that our service doesn’t have jurisdiction over the other parts of his complaint.

I can see from the file that Acromas has written to him explaining the process for the other parts and he should refer to its final response if he wishes to pursue those.

Having looked at the evidence, I’m not upholding Mr V’s complaint. I’ll explain why.

The starting point here is the policy wording. It says:

“You can cancel your policy at any time. The amount you’ll get back or the amount we’ll charge you will depend on whether:

(i) you cancel within the cooling off period (which begins from the moment you purchase your policy and continues until 14 days from the start date or the date you receive your documents, whichever is later);

(ii) the type and length of policy you have (e.g. continuous or annual); and

(iii) whether you have used our service.”

It continues:

“Annual Cover

After cooling off

No refund will be given unless:

1) You or, where the Membership is Joint or Family, any other nominated person on the Membership, dies;

2) You are permanently unable to drive due to illness or injury. Where the Membership is Joint or Family, this will also apply to any other nominated persons on the Membership.”

Mr V’s policy was outside of the “cooling off” period, and I can see from the file he’d made two claims on it.

So, I don’t think Acromas acted unfairly or outside its terms and conditions when it wouldn’t give Mr V a refund.

It follows that I don’t uphold this complaint.

My final decision

It’s my final decision that I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr V to accept or reject my decision before 27 January 2025.

Richard Sowden
Ombudsman