

## The complaint

Mr L is unhappy with the decision made by Acromas Insurance Company Limited (Acromas) following a claim made under his car insurance policy.

Acromas is the underwriter of this policy. Part of this complaint concerns the actions of third parties instructed on the claim. Acromas has accepted that it is accountable for the actions of third parties instructed by it. In my decision, any reference to Acromas includes the actions of any third party instructed by Acromas during the course of Mr L's claim.

## What happened

Mr L's car was involved in an incident in October 2021. Mr L contacted Acromas to make a claim. The events following Mr L's claim are well-known to both Mr L and Acromas. So I haven't repeated them here. Mr L complained to Acromas about several aspects of its claim handling.

Acromas responded to Mr L's complaint in July 2024, agreeing parts of its claim handling had been poor. Acromas offered to waive the excess of £550, and record the claim as non-fault so that Mr L's no claims discount (NCD) wouldn't be affected.

Mr L complained further about his claim, such as the cost of the MOT and road tax not being covered by Acromas. Acromas responded to this complaint in September 2024 agreeing to pay for the cost of the MOT, and offering £50 compensation in recognition of its poor service.

Mr L raised a further complaint about work needed on his car to pass the MOT. Acromas agreed to cover the cost of a new tyre, and ask the garage to replace the rear bulb. Acromas further agreed to cover the cost of the road tax for Mr L's car. In total it agreed to reimburse Mr L £276.51 for these agreed costs.

Unhappy with Acromas' handling of his claim, Mr L referred his complaint to the Financial Ombudsman Service for investigation. During our investigation Mr L raised a third complaint about additional damage caused to his car whilst in the care of Acromas. In resolution of this complaint, Acromas said it would pay a total of £991 to cover the costs presented by Mr L, and a further £100 compensation in recognition of the impact on Mr L.

The Investigator found that the service provided by Acromas had been poor. And although it had already taken steps to put things right, said it should pay Mr L a further £100 compensation (bringing total compensation to £250), in settlement of Mr L's complaint.

Mr L accepted the Investigator's findings. Acromas disagreed. Acromas said *'I can confirm that with [sic] disagree with your outcome and a total of £426.51 compensation has been made inclusive of £81.51 for a replacement tyre in addition to £50 for the MOT and £1m100 [sic] for additional repairs... It is always disappointing when there is a parts delay, however this is outside of everyone's control.'* As the complaint couldn't be resolved, it was passed to me for 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'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that has happened or been argued is set out above, I've read and considered everything that has been provided.

I've seen that although Mr L reported his claim in October 2021, there were lengthy periods of inactivity on the claim before Mr L's car was accepted for repairs, and even further periods of delay before Mr L's car was returned to him. This was on-going three years after the date of the incident. This amounts to poor claim handling.

Acromas accept that there were parts of the claim where its claim handling was poor. I note that Acromas has already taken steps to put things right, including paying for additional repairs and parts for Mr L's car, and awarding compensation. The dispute now relates to what amount of compensation Acromas needs to pay in recognition of its poor service, and the impact on Mr L. So I've focused my decision on this part of Mr L's complaint.

Acromas say a *'total of £426.51 compensation has been made inclusive of £81.51 for a replacement tyre in addition to £50 for the MOT'*. I've considered Acromas' comments. But the costs Acromas has described are direct financial losses, as opposed to compensation for what went wrong with the handling of Mr L's claim.

It's not disputed that Acromas has paid Mr L the cost of the MOT, road tax, a new tyre, and £991 for further repairs of Mr L's car. However these costs are for financial losses which occurred because of Acromas' poor handling of Mr L's claim. So although I recognise what Acromas has offered already to put things right, I don't agree that these amounts reflect the distress and inconvenience caused to Mr L as a result of Acromas' poor claim handling.

I also recognise that it was a difficult exercise in determining responsibility for some of the repairs Acromas agreed to pay for. And that Acromas made this decision, despite the limited evidence on the case, in an attempt to resolve Mr L's complaint. But I've balanced this with the parts of the claim that can directly be linked to Acromas' poor claim handling. This includes the long delays on the claim, and continual chasers made by Mr L for large parts of the claim. It also recognises the unanswered contacts of Mr L's, which caused him upset and stress at a time that he was already troubled by the poor handling of his claim.

I note Acromas has already offered £150. But having considered our awards bands alongside what has happened, the impact on Mr L, and the actions already taken by Acromas to put things right, I'm satisfied £250 compensation is reasonable, and in line with what this service would direct in the circumstances.

This amount takes into consideration the undue delays in updating Mr L about next steps for his claim. It also accounts for the prolonged period that passed on the claim, with little or no action being taken on. Because of these delays, Mr L was forced to continually raise issues with Acromas about the continual delays, and impact on his well-being. I think it's fair that Acromas increase the compensation offered to Mr L to £250 for the reasons I've explained.

## **My final decision**

For the reasons provided I uphold this complaint. Acromas is directed to pay Mr L compensation of £250 (if Mr L has already received the compensation amount of £150 previously offered, Acromas is directed to pay a further £100 only).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 10 July 2025.

Neeta Karelia  
**Ombudsman**