

The complaint

Mr D complained about Acromas Insurance Company Limited's service under his European breakdown insurance policy.

What happened

Mr D's car broke down while he was on holiday in Europe with his family. Acromas organised for the car's repair and for alternative travel arrangements and accommodation for them and for Mr D's return travel from home later to collect his car after repair. Mr D said that the repair took too long and that Acromas made numerous mistakes and generally failed to keep him updated. He said this caused unnecessary delay and stress for him and his family plus lost holiday time and income.

Acromas accepted that their communication wasn't to their anticipated standard and that there'd been some failings. They offered Mr D compensation of £150. After Mr D brought his complaint to this Service, Acromas increased their compensation offer to £350. Mr D thought that still wasn't enough to compensate him for the stress and inconvenience he'd experienced.

The investigator didn't recommend that the complaint be upheld and considered that compensation of £350 was fair. Mr D didn't agree and so the complaint was passed to me to decide. I issued my provisional decision on 9 July 2025 with a response date of 23 July. Acromas have responded but Mr D hasn't. I'll comment on this below.

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.

In my provisional decision I said as follows:

"Mr D has given us a detailed timeline of events and I've looked at those and considered them and Acromas's responses to them in full. However, I won't deal with each and every event here. Acromas did accept and deal with Mr D's claim, and Acromas have acknowledged that in some areas they could have done better, and so in this decision I will focus on what I see as being the key outstanding points following our investigator's assessment of Mr D's complaint.

Mr D thinks that Acromas are blaming others for their mistakes and poor organisation abroad and are trying to evade their responsibilities. I've looked at Mr D's policy. In it Acromas make clear that *"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"* and that those aren't Acromas's agents and Acromas aren't liable for them, and that English might not be spoken. This is a not uncommon provision in such policies, and I don't think it is unreasonable. It reflects that, for example, an insurer might not have access to their own sub-contracted network of approved car repairers abroad as they might here in the UK.

So I think Acromas did highlight in the policy that things may well not operate in the same way as they do in the UK and that wouldn't necessarily be Acromas's fault. And so I don't think it's unreasonable for Acromas to rely on that to explain some of the mistakes affecting Mr D. Also, we think that a UK breakdown will normally involve some inconvenience and change of plans for a consumer. And so a breakdown in Europe during the local summer holiday period and where there is language barrier may well involve more inconvenience.

Repairs

Mr D thought that his car needed only a minor repair and Acromas should have had it repaired faster, in his then location and in time to allow the family to carry on with their onward holiday travel in the car and to return home to the UK in it at the end of their holiday, all as planned. Instead the family went home together without their car and Mr D had to return to Europe later to collect his repaired car later. He said that the car spent several days not in the garage which repaired it, and that Acromas should have managed that more effectively. Acromas disagreed that there was delay in the car repair or that they were responsible for it.

I can see from Acromas's files that Mr D reported the breakdown to Acromas on a Friday late afternoon. Acromas arranged for the car to be towed to a garage that evening but only after the weekend were they told that garage couldn't repair the car and so Acromas had it sent to a second garage. As mentioned above, Acromas were not responsible for the garages' actions, and Acromas don't manage the garages. But in any event I don't think that is an unreasonable delay. Once the car was at the second garage it had to assess what repair was necessary, order and receive the parts and then do the repair. We don't assess whether or not a repair is minor, as this is a matter for the experts in these situations, the insurance companies, and engineers. It's not our role. However where a repair requires parts to be ordered this will inevitably affect timescales. Nevertheless, the car was repaired within about eight working days of the breakdown incident, so I don't think that was unreasonable overall.

Mr D complained that, when he had to collect something from his car, Acromas sent him to the second garage, but his car wasn't there by then, and this wasted his time. I can see that would have been frustrating. Acromas accept that they miscommunicated this to him and apologised and offered compensation for this. I think it was unreasonable of Acromas not to check that the car was there before they sent him there.

Acromas said they would arrange a hire car for Mr D, but though they did so, the hire company couldn't contact Mr D to tell him that because, according to Acromas's file notes, the hire company didn't realise his was a UK number, and later they then had no suitable sized cars left to give Mr D. I can see that once Acromas became aware of this mistake they made prompt efforts within a few hours and found an alternative hire car for Mr D, but he had already organised car hire for himself by then. I can see that must have been frustrating for Mr D, that he was caused more inconvenience through such a basic mistake, but I haven't been shown that the mistake was Acromas's rather than the hire company's, for which Acromas aren't responsible. And Acromas did act promptly when the mistake was discovered. Acromas also reimbursed Mr D for the car hire costs.

Taxis and hotel room

Mr D said that Acromas booked taxis that weren't big enough for all the family group and their luggage, and got taxi collection times and locations wrong, causing them further inconvenience. I won't itemise these, but I can see from Acromas's file notes that Acromas made clear that a taxi for five people had to be provided and once the first taxi was found to

be not big enough Acromas noted on further taxi bookings that any taxi had to be big enough for five people and with sufficient luggage space. It was unfortunate when this didn't go according to plan. I see it was particularly stressful when Mr D's departure taxi wasn't big enough and he and one of his children had to walk when they couldn't find an additional taxi due to high demand. However again I think that Acromas did instruct what Mr D required and Acromas weren't ultimately responsible for what taxis could be provided on the relevant days or for a taxi going to the wrong location or being late. I haven't been shown that these occurred because Acromas had given the taxi companies wrong information.

However I see that Acromas did miscommunicate the taxi times on the departure day and the wrong date of arrival for the taxi in the UK. On both occasions Acromas were able to correct this, after Mr D's input. And they apologised for that. Similarly Acromas have apologised for not booking enough hotel rooms for the family. This was resolved by Mr D at the hotel because it did have another room available and so were able to at least accommodate them all. However Acromas accept this was their mistake and they booked only one room.

As the investigator explained, in any situation involving breakdown and onward arrangements a consumer will have to liaise with and arrange things with third parties. This is not uncommon, and it can be complex and stressful. I can't see that Acromas caused all the mistakes or made them worse than they had to be. Acromas admitted when they had made mistakes and offered compensation for that. However those mistakes made things more stressful for Mr D than necessary.

Return transport to collect car

Acromas tried to arrange Mr D's return transport to Europe to collect his car after the repair, but due to a system error on the ferry booking website couldn't do so immediately but were in the process of trying to book him a flight instead when Mr D offered to book this himself. It's clear that by then Mr D had lost faith in Acromas, but again this issue wasn't their fault. They would have done what they were meant to do under the policy. And they did also arrange his accommodation and taxis for his return.

Overall, Mr D felt that Acromas's poor communications and failings meant he and his family lost the enjoyment of four days of their holiday and it impacted their well-being. He also said that he lost two days to collect his car and that this was around £500 in lost wages. But the general conditions of the policy state that Acromas won't be responsible for lost revenue, and Mr D confirmed that the nature of his job meant that he was still on holiday at the relevant time and so did not have to take time off and lose pay. In any event, as I explained above, I don't think that there was unreasonable delay in the car repair or that Acromas were responsible for that.

Mr D said he had to contact Acromas repeatedly for updates. After the breakdown Mr D was understandably uncertain about what was to happen with his car and their plans and was keen to progress matters and to get some clarity. He called Acromas numerous times after the breakdown, several times a day, and although Acromas have accepted that their communication could have been better it's clear from their file that they were responsive to Mr D's calls. It's also clear that on the few occasions they could not give the updates he wanted that was for reasons outside their control, such as that the garage was closed, or it had not provided an update. Even in those cases Acromas said they'd contact him when they were in a position to update him, and I don't think that's unfair.

It was very unfortunate that Mr D's car broke down abroad. I do see that this was a difficult and stressful situation for Mr D and his family. Once their car broke down it impacted their

plans for the rest of their holiday and required a good deal of administration and effort for Mr D to resolve. I do see that it can be distressing and inconvenient to have liaise with an insurer and with multiple different third parties. However the breakdown wasn't Acromas's fault, and what happened after it wasn't all Acromas's fault. As I've mentioned above, there will always be inconvenience in such situations, and it wouldn't be fair to make Acromas responsible for all of that. But Acromas have accepted they did some things wrong and offered Mr D compensation for those. On the basis of my analysis above, I'm partly upholding the complaint.

Acromas's first offer of compensation was £150, and I don't think that was enough to reflect the stress and inconvenience caused to Mr D as a result of the mistakes they were responsible for. But I do think that the £350 Acromas offered after Mr D complained to this Service does appropriately reflect that. As Acromas made that offer after Mr D brought his complaint to us, that means that the complaint is an uphold. I think that Acromas should pay Mr D £350 in compensation for that, less the £150 if they have paid him that already."

Response to provisional decision

As I said above, Mr D and Acromas had until 23 July to respond to my provisional decision. Acromas accepted that decision. Mr D hasn't responded.

I've been shown no reason to change my provisional decision, and so I uphold the complaint in the same terms as that decision.

My final decision

For the reasons given above, my final decision is that I partly uphold this complaint.

I require Acromas Insurance Company Limited to pay Mr D compensation of £350, less the £150 if they've already paid him that.

Acromas must pay the compensation within 28 days of the date on which we tell them Mr D accepts my final decision. If they pay later than this they must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 28 August 2025.



Rosslyn Scott
Ombudsman