

The complaint

Mr R complains that Acromas Insurance Company Limited mishandled a claim on a breakdown insurance policy.

What happened

Mr R had a packaged bank account that gave him benefits including European breakdown cover from Acromas.

He had a campervan, made by a French manufacturer and first registered in the UK in 2010.

Much of the complaint is about acts, omissions and communications of claims handlers on behalf of Acromas. Insofar as I hold it responsible for them, I may refer to them as acts, omissions and communications of Acromas.

Mr R and his partner Miss B planned and started a month-long holiday trip in continental Europe in the campervan with their dog. They say they took unpaid leave from work. They planned on returning to the UK in early July 2024.

Unfortunately, on 18 June 2024 (a Tuesday), the van broke down near or at a campsite in the Pyrenees. Mr R contacted Acromas, saying that the van needed a new radiator fan.

Acromas arranged for a recovery company to transport the van on 19 June 2024. It took the van, Mr R, Miss B and their dog to a first location. At that location there was no-one to repair the van. Acromas suggested that no-one would be able to repair the van before early July 2024.

Mr R and Miss B expressed concerns to Acromas regarding the safety of the recovery vehicle and driver.

On 20 June 2024, Acromas arranged for the same recovery company to tow the van to a second location. Miss B didn't get in the recovery vehicle, she travelled by train. At the second location, there was no-one to repair the van.

On 21 June 2024 (a Friday) someone other than Mr R and Miss B drove the van to a third location. At the third location, there was a repairer which ordered parts for the repair.

During a telephone conversation on 21 June 2024, Mr R asked Acromas about making a complaint about delay in recovery and repair and about the lack of a hire car.

Mr R and Miss B stayed in holiday accommodation. They got a hire car.

By a final response dated about 24 June 2024, Acromas turned down the complaint about delay. It accepted the complaint about the hire car and said it was sending Mr R a cheque for £50.00.

On 26 June 2024 (a Wednesday), the garage fitted the spare part to complete the repair of the van.

Mr R and Miss B continued their trip and travelled in the van back to a Channel port, including by toll roads.

Mr R complained to Acromas including about:

- communication
- delays in the initial recovery
- issues with the recovery company
- issues with finding a garage
- delays in getting a hire car
- expenses incurred
- delay in sourcing parts and carrying out the repairs
- damage to the van

By a final response dated 5 July 2024, Acromas turned down the complaint about damage, saying that it wasn't responsible for third party recovery operators or garages.

By a final response dated 13 August 2024, Acromas accepted the other complaints, except about delay in carrying out repairs. Acromas invited Mr R to submit a claim for expenses incurred. It also said that in addition to its payment of £50.00, it was sending a cheque for a further £200.00. That final response included the following:

"I've reviewed our records and I accept that we did not provide updates as often as we should have, and that our general communications fell short of our usual standards. I appreciate how concerning and frustrating this must have been for you. Upon further review its clear that the delays were due to issues on our part finding a garage and that we had your vehicle taken to a garage that was not suitable as we had not communicated he issues, leading to further delays while we arranged recovery to another garage.

Whilst we are not responsible for the actions of recovery agents overseas, I do accept that you had made us aware of safety concerns regarding the first driver and we still sent him again. I am sorry for any distress this caused you.

I am also sorry for the service you received on the phone, the agent has clearly disregarded your concerns and the comments made were wholly unacceptable. Rest assured, feedback has been provided to ensure this does not happen again.

As per my previous email, I do accept that there were delays in getting a hire car and I appreciate that this has caused inconvenience.

You have advised that due to the service, additional expenses were incurred. Should you wish to submit a claim for a contribution towards any costs you incurred, which you feel should have been covered under your policy, our Overseas Claims team will require you to fill in a claim form and supply any relevant supporting information, such as receipts"

Acromas covered some of the expenses, including of the hire car and accommodation.

Mr R (supported by Miss B) brought the complaint to us in late September 2024.

On 31 March 2025 Miss B emailed us further information.

our investigator's opinion

Our investigator recommended that the complaint should be upheld in part. She thought that the initial delays and experience of the recovery journeys caused Mr R and Miss B considerable distress as well as significant inconvenience and disruption to their holiday. The investigator recommended that Acromas should:

- “• Cover the cost of the damage caused to the vehicle whilst it was being transported by the recovery agent. This is on the basis that Mr R and Miss B can provide an invoice for this work.
- Cover the cost of alternative transport between 19 June 2024 and the hire car being collected. This is on the basis that Mr R and Miss B can provide receipts for this.
- Cover the cost of food and drinks purchased between 19 June 2024 and 22 June, which amounts to £49.27 and for which Miss B has evidenced with her bank statements.
- Cover the cost of alternative accommodation for the duration of the recovery and repair. This is on the basis that Mr R and Miss B can provide receipts for this and that [Acromas] haven't already reimbursed this.
- As noted above, a compensation amount of £400.”

Mr R accepted the investigator's opinion.

Acromas disagreed with the investigator's opinion. It asked for an ombudsman to review the complaint.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mr R and to Acromas on 18 July 2025. I summarise my findings:

I found it more likely than not that both the scuffs and the dent were present before the breakdown.

The rules allow me to assess compensation for Mr R's distress and inconvenience including the distress and inconvenience which he felt on Miss B's behalf.

Subject to any further information either from Mr R or from Acromas, my provisional decision was to uphold this complaint in part. I intended to direct Acromas Insurance Company Limited to pay Mr R, in addition to its previous payments totalling £250.00, a further £400.00 for distress and inconvenience.

Mr R disagreed with the provisional decision (see “[Response to the provisional decision](#)” below).

Acromas hasn't responded to the provisional 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.

Mr R and Miss B were already in a difficult situation when they contacted Acromas. That's why they contacted Acromas. The breakdown and the need to call for help were, in my view, bound to cause distress and inconvenience during their holiday. That included a likelihood that they would have to travel to a repairer and wait nearby while it fixed the van.

Insurers must deal with claims promptly and fairly.

Miss B has provided a holiday photograph of the van which I accept was taken before the breakdown. It shows the nearside of the van with its rear sliding door open. So the door is covering up most of the rest of the rear nearside of the van. The photograph does not show the absence of a dent. Indeed it shows a scuff mark low on the sliding door and other scuff marks low on the rear nearside panel just beyond the limit of travel of the sliding door.

I've seen later photographs of the van with a long dent low on the rear nearside panel in a position that would be covered up by the sliding door when it was open. The photographs also show the scuff marks just beyond the limit of travel of the sliding door.

So my provisional decision found it more likely than not that both the scuffs and the dent were present before the breakdown. Therefore, unlike the investigator, I didn't find it fair to direct Acromas to pay for a repair. As I didn't consider that Mr R and Miss B would misrepresent what had happened, I could only think that they hadn't noticed the dent.

The main purpose of the insurance was roadside assistance and/or recovery. So I don't find it fair for Acromas to rely on an exclusion of responsibility for third party recovery agents. So I hold Acromas responsible for the unnecessary and alarming journey to the first location, and leaving Mr R, Miss B and their dog on an industrial estate. I don't condone Acromas' dismissal of their concerns about the safety of travelling in the recovery vehicle.

I don't hold Acromas responsible for the availability of repairers. So, whilst it must've been another low point, I don't hold Acromas responsible for passing on the bad news that it hadn't been able to find a repairer to do the work before early July 2024.

The second location was at least one of the places Mr R and Miss B had intended to visit. However, I hold Acromas responsible for leading them to believe there would be a repairer there when there wasn't. I accept that Miss B had a long and challenging train journey to get there.

On 20 June 2024, Acromas told Mr R it had booked a hire car. I accept Miss B's statement that the car hire company contacted her to say that no car would be available until 22 June 2024.

It was 21 June 2024 by the time the van reached the third location. The repairer told Acromas that it had ordered the necessary parts. So I don't accept that Acromas caused delay by not assisting to source the parts. And the repairer completed the repair on 26 June 2024.

I understand Miss B's view that several days had been wasted, losing the opportunity for a repair before the weekend. However, keeping in mind the geography, I consider it reasonable to expect that the van should've reached a repairer by about 20 June 2024. And Acromas wasn't responsible for the time taken by the repairer.

From what Miss B and Acromas have each said, I find that it has already reimbursed her train fare of £46.23 and a taxi fare of £45.07. Otherwise, I haven't seen any receipts or other evidence of cost of alternative transport between 19 June 2024 and the hire car being

collected. So, unlike the investigator, I don't find it fair to direct Acromas to reimburse such costs.

I accept that some of the food Mr R and Miss B had in the campervan got wasted. And they weren't able to cook for several days. I've seen Miss B's bank statements including the cost of food and drinks bought between 19 June and 22 June 2024, which (in sterling) amounts to £49.27. I accept that there were other purchases paid for in cash.

However, I haven't seen enough evidence that Acromas caused Mr R and Miss B to spend more than they otherwise would've spent on food and drink. So unlike the investigator, I don't find it fair to direct Acromas to reimburse such costs.

From what Miss B and Acromas have each said, I find it likely that it has already reimbursed the accommodation costs. So, unlike the investigator, I don't find it fair to direct Acromas to reimburse such costs.

I would add that I find that Acromas has already reimbursed road tolls of £157.03.

From what Mr R and Miss B have said and from Acromas' file, I find that it didn't communicate as well as it should've about the progress of their claim for assistance. The impact included that there were times when they were left hanging around or having to chase for information.

Moreover, I've found Acromas responsible for delay and for unnecessary and alarming travel. I accept Miss R's statement that this caused her panic for which she needed medication.

Response to the provisional decision

Miss B says, in summary, that there were scuffs or scrapes on the van when they bought it. She says that after unnecessary repeated movements, the dent occurred while Acromas was responsible for the van.

I've looked carefully at the additional photographs. I'm satisfied that since 2023 there had been scuffs or scrapes on the door and low on the rear nearside panel just beyond the limit of travel of the sliding door.

I'm also now satisfied that between 14 and 25 June 2024, someone or something caused additional scuffing and denting on the rear nearside panel.

I don't consider that Acromas was responsible for everything that happened to the van after the recovery started on 19 June 2024.

Moreover, the recovery was complete not later than Friday 21 June 2024 when the van arrived at the third location. So I don't consider that Acromas was responsible for what happened to the van between that date and Tuesday 25 June 2024 when Mr R and Miss B noticed the additional damage.

There's not enough evidence of how and when that additional damage occurred. So I don't find it fair and reasonable to direct Acromas to pay for a repair of that additional damage.

Our investigator dealt with this complaint as a complaint by Mr R, represented by Miss B. I think that this was because the packaged bank account and therefore the insurance cover were in his sole name and she wasn't a "*person for whose benefit a contract of insurance was taken out or was intended to be taken out*".

Miss B says that she was such a person. I accept that the policy covered drivers authorised by the policyholder to use their vehicle.

However, Miss B hasn't provided enough evidence to show when Mr R opened the bank account or got the benefit of the insurance or when she became a named driver on the motor insurance for the van. So I'm not persuaded that Miss B was – in relation to the breakdown insurance - a *“person for whose benefit a contract of insurance was taken out or was intended to be taken out”*.

In any event, the rules allow me to assess compensation for Mr R's distress and inconvenience including the distress and inconvenience which he felt on Miss B's behalf. And they were in close quarters through most of the impact of Acromas' delay, wasted journeys and poor communication.

No doubt they shared concern for the dog. I also keep in mind that they shared disappointment that Acromas didn't do more to minimise the interruption to their holiday.

So my assessment of compensation for distress and inconvenience would've been the same if Miss B had been an eligible complainant.

Putting things right

Unlike the investigator, I don't find it fair to direct Acromas to increase the compensation for distress and inconvenience from £250.00 to £400.00. Rather I will direct Acromas to pay Mr R, in addition to its previous payments totalling £250.00, a further £400.00 for distress and inconvenience.

My final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part. I direct Acromas Insurance Company Limited to pay Mr R, in addition to its previous payments totalling £250.00, a further £400.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 5 September 2025.

Christopher Gilbert
Ombudsman