

The complaint

Mr B and Mrs B complain Acromas Insurance Company Limited (Acromas) provided a poor level of service when they made a claim on Mrs B's motor insurance policy.

Reference to Mr B or Mrs B includes the other. Mr B was a named driver on the policy.

Acromas are the underwriters of this policy i.e. the insurer. Part of this complaint concerns the actions of the intermediary. As Acromas have accepted it is accountable for the actions of the intermediary, in my decision, any reference to Acromas includes the actions of the intermediary.

There are several parties and representatives of Acromas involved throughout the complaint but for the purposes of this complaint I'm only going to refer to Acromas.

What happened

In April 2025 Mrs B's neighbour accidentally drove into her parked car causing damage. The incident was reported to Acromas. After the car was inspected it was deemed a total loss. It said it was uneconomical to repair. A total loss settlement offer was made to Mrs B.

Because Mr B and Mrs B disagreed with Acromas's finding it organised for a second inspection of the car to be undertaken by an independent specialist. The inspection concluded the car was repairable. Acromas accepted the initial determination that the car was a total loss was incorrect. Because the car was repairable a settlement offer was made for the repairs. A cash in lieu of repairs settlement was accepted by Mr B.

Mr B was unhappy with the service provided whilst the claim was in progress. In particular that Acromas denied the return of the car when he requested it, that the car had been dismantled without his consent and that contact was continued to be made to Mrs B during a time he had informed Acromas not to make any contact due to attendance at a family funeral.

Acromas accepted some inconvenience had been caused to Mr B and Mrs B and paid £100 compensation in recognition of this.

Because Mr B was not happy with Acromas, they brought the complaint to our service.

Our investigator upheld the complaint. They looked into the case and said Acromas's authorised repairer shouldn't have contacted Mrs B when it did and Acromas could've explained better to her how her claim was being processed. They recommended Acromas increased its compensation to £200.

As both Acromas and Mr B are unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

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 this case when the incident was reported to Acromas it passed it on to an approved partner. The car was taken into an approved repairer and a courtesy car was provided. After the car was inspected by Acromas's approved repairer Mrs B was told it was uneconomical to repair and therefore it had been deemed to be a total loss.

Mr B disagreed with the findings that the car was a total loss. He said from the accident that had occurred the damage was only cosmetic. I saw Acromas reviewed the reports from the approved repairer and considered the images of the damage. Based on its review, it organised for an independent inspection to be made of the car.

Mr B was unhappy that when he asked for the car to be returned, so he could organise his own inspection, I saw evidence Acromas told him as it was a category B write off that it couldn't be released. Due to Mr B contesting the car was a total loss, I can understand why he was unhappy with this explanation. I think Acromas could've been clearer to him at this point, that in addition to the current total loss status of the car, it was also partially dismantled whilst waiting for the independent inspection and therefore was not driveable.

Mr B wasn't aware that the car was partially dismantled until he went to collect some personal belongings that were inside it, and found that the bumpers and some lights had been removed. He said he hadn't given permission for this. Although Mr B was unhappy this had happened, it is a typical procedure to allow checks to properly assess the car and to find if there was any hidden damage after a collision. As the car was reassembled prior to it being returned, I can't say that Acromas did anything wrong here.

I saw the report from the independent inspection, of which Mr B was in attendance, concluded the car should be repaired. Acromas offered to settle for the repairs as either a cash in lieu settlement of £2,300 less VAT of £383.40 (Any VAT being payable on receipt of a paid invoice that included VAT) and that would be paid straight away. Or for them to provide a fully costed estimate from their own repairer for consideration and authorisation.

Mr B said they would like to accept the cash in lieu settlement for the repairs I saw that this was paid to him within a few days of his acceptance.

I also considered the level of service received during the claims process.

When Mrs B reported the incident to Acromas I think it could've been clearer to both her and Mr B, that it would not always be itself that made contact, and it may also be an approved partner. This would've avoided some of the confusion and frustration caused to them when calls were made from the approved partner.

I saw when the car was deemed to be a total loss Mrs B was told she needed to return the courtesy car that had been provided. As per the terms of her policy a courtesy car was no longer due to be provided, because there were no repairs being completed, therefore it was not unreasonable for the approved repairer to ask for it to be returned. In this case however, because they had disagreed that the car was a total loss, I can understand why Mrs B wouldn't want to hand the courtesy car back at this point. I saw Acromas provided her with a hire car whilst it conducted its investigations in to the situation with her damaged car. As a hire car wasn't included in Mrs B's insurance policy, I think this was a fair resolution in the circumstances and it alleviated any inconvenience of her being without a driveable car during the time her complaint was being looked into.

I saw evidence that despite being asked not to call Mrs B on a specific day due to her attending a family funeral its approved repair partner continued to contact her to request the courtesy car be returned. This was a mistake that should not have happened. I'm sorry that Mrs B felt harassed and pressurised by Acromas to make a decision about her car and to return the courtesy car.

In this case although I think Mrs B has now received a fair settlement offer for the repairs to her car, I have found the service provided by Acromas fell short of an acceptable standard. I have seen it paid her £100 for the inconvenience caused due to the car incorrectly being deemed a total loss. Taking into account the mistakes made when communicating with Mr B and Mrs B, I think this amount should be increased by a further £100.

Therefore, I uphold Mr B and Mrs B's complaint.

Putting things right

I require Acromas to pay a total of £200 compensation (a further £100) for the poor level of service received.

My final decision

For the reasons I have given I uphold this complaint.

I require Acromas Insurance Company Limited to pay Mrs B a further £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs B to accept or reject my decision before 24 February 2026.

Sally-Ann Harding
Ombudsman