

The complaint

Mr M has complained about the service he received from his European roadside assistance insurer, Acromas Insurance Company Limited ("Acromas").

All references to Acromas include its agents.

What happened

I issued a provisional decision regarding this complaint last month where I said that I was considering upholding it and asking Acromas to pay Mr M £350 compensation in total. An extract from that decision follows:

"In March 2025 Mr M called Acromas to report that he had broken down whilst driving down the motorway when he was travelling abroad. He said he had stopped on a slip road on a very busy road. Mr M said that he believed that the issue was a water tank which had broken loose from underneath the van. He said the vehicle was running ok but he wasn't able to get to the side of the vehicle where the tank was hanging off from to make it safe to continue to drive. The adviser he spoke to said someone would be with him within 60-90 minutes.

Mr M said the road was busy and cars were driving fast and the van was protruding into the road which made it really dangerous. He said he and his wife were able to stay safe behind a barrier.

Mr M called Acromas around three and a half hours after he reported the incident as no rescue van had arrived. He said he managed to drive the van to a garage and no longer required assistance. He asked why no one had turned up and was told there was nothing on Acromas' system.

Mr M complained to Acromas and said that because no one had attended, he had to drive a further five miles with the tank hanging off the van which meant it was damaged and had to be replaced. He said had someone attended he may have been able to carry out temporary repairs which may have meant that the tank wouldn't have been completely damaged. He asked to be reimbursed for the replacement costs which came to £572.11.

Acromas upheld Mr M's complaint in part and paid him £120 compensation. It said it had failed to respond to its European partner's request for more information which contributed to the delay he experienced. It said it wouldn't reimburse him the replacement costs because it was his decision to drive off before the rescue van attended.

Unhappy with Acromas' response, Mr M brought his complaint to our service. He said the rescue vehicle wasn't simply late, it never arrived and had he stayed on the motorway he

was convinced this would have caused an accident. Mr M said he wanted to recover his expenses and wasn't seeking any compensation.

After the complaint was referred to our service, Acromas increased its offer to £200. It said in order to assess its potential liability for the cost of the replacement water tank, it would need further information from Mr M.

One of our investigators reviewed the complaint and thought that Acromas' offer was fair and reasonable. Mr M didn't agree and ultimately asked for an ombudsman's decision. He said that there was no way for him to obtain all of the information Acromas had asked for. Acromas said that the breakdown did not happen due to a mechanical or electrical fault as required under the policy and so would fall outside the scope of the cover provided. Nevertheless, it acknowledged that it had agreed to provide assistance and failed to do so.

The matter was then passed to me to decide.

What I've provisionally 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 M's policy includes roadside assistance and emergency repair at the roadside, or if the vehicle cannot be repaired at the roadside, towage to the nearest repairer. Emergency roadside assistance is provided in the event of a breakdown or accident. A breakdown is "the unexpected complete immobilisation of Your Vehicle due to mechanical or electrical disruption, which affects the mobility or security of Your Vehicle or renders it unsafe to drive". An accident involves a road traffic collision.

When Mr M reported the incident he said that the water tank had fallen off but the van itself was running ok. From what I understand, the tank Mr M was referring to was under the van strapped to the body of it. From what Mr M said, one of the straps broke which is why the tank was dragging on the tarmac.

I have considered, whether this was an incident that was covered under the policy and based on the information available, I don't think it was. And this was because, on the information available to me, this incident was not caused by an electrical or mechanical breakdown but by a tank coming loose. And as Mr M himself stated to Acromas when he reported the incident, the van was driving ok.

Despite the above, Acromas confirmed it would provide Mr M with assistance, and it accepts this is something it failed to do. Mr M said that despite Acromas saying it delayed offering assistance, in reality, assistance was never going to be provided. Acromas has confirmed that it failed to respond to local agents with information regarding Mr M's direction of travel. I think this also suggests that, on balance, assistance was not going to be provided. From the information available to me I think, it is more likely than not, that Acromas didn't realise that it had failed to respond to the local agents until Mr M called to cancel the request for recovery. I say this because the agent he spoke to at that time said they had nothing on their system. I think if a vehicle had been dispatched, this would have been mentioned in the call.

So what I need to consider here is whether Acromas' failure to attend caused Mr M any loss. Mr M says that he stopped immediately when he realised the tank had come loose and was dragging on the road. He says the tank was intact at that point and was only damaged after he drove to a garage which was five miles away. He said had the recovery vehicle attended, he may have been able to carry out temporary repairs which may have meant that the tank would not have been damaged to such an extent that it needed to be replaced.

Acromas said it would consider its liability for this if Mr M was able to provide the following information:

- *The cause of the damage;*
- *How long the tank was dragging for before Mr M stopped;*
- *A damage report to show that the tank could have been repaired had Mr M not carried on driving with the tank dragging on the tarmac;*
- *How long Mr M carried on driving for after the call for assistance was made.*

Mr M said it isn't possible to provide a report or to confirm the cause of the damage. He confirmed that he stopped immediately once he became aware that the tank had broken loose. And he drove five miles to a garage after waiting over three hours to be recovered.

On balance, I don't think it is possible to say what caused the tank to break loose especially as Mr M isn't aware of anything obvious such as hitting something on the road. So I agree with Mr M that it isn't possible to confirm this to Acromas so I don't think this is something Acromas can reasonably require from him in order to decide whether it is liable for the damage. Nevertheless, I think when it comes to a report, this is something reasonably required in order to determine whether Acromas should be responsible for the replacement costs. I appreciate Mr M believes the tank would not have required a replacement but for him having no option but to drive five miles to a garage but without evidence in support, such as engineering evidence or even photographs of the tank before and after Mr M drove five more miles it isn't possible for me to find that, on balance, the tank would have been repairable had Acromas attended the incident. For this reason, I can't reasonably require Acromas to compensate Mr M for the replacement costs.

Nevertheless, this doesn't mean that Acromas hasn't made any errors- and this is something it accepts. I think Acromas' failure to send a recovery vehicle would have caused Mr M distress and inconvenience, especially in these specific circumstances where he was stranded on the side of a large busy road with a large vehicle protruding into the road. And he said he was in constant fear that this would cause an accident and was also concerned about his and his family's immediate safety. I think for this reason and also due to Acromas not providing Mr M with any updates while he was waiting, it should pay Mr M £350 compensation in total.

Acromas agreed with my provisional decision. Mr M said he disagreed that the strap breaking did not constitute a mechanical breakdown. He said that the fuel tank is also held in position by two identical straps. He asked whether that would also not have been considered to be a mechanical breakdown had one of those straps broken. He said what broke was a mechanical part and cannot be described as anything else.

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 appreciate Mr M feels this was a mechanical breakdown and therefore covered under the policy. As I said in my provisional decision I didn't think that was the case as, on the evidence available, it seemed more like a part had come loose and that this didn't impact the running of the vehicle as it was still running ok. As far as I am aware there is no expert evidence to support what Mr M has said, but if there had been I would have been happy to reconsider this point.

Nevertheless, even if I were to accept that this was a mechanical or other type of failure that was covered under the policy, I would have still arrived at the same outcome. And this is because, Acromas agreed to attend the breakdown regardless.

The rest of my findings are the same as the findings I made in my provisional decision and are now the findings of this, my final decision.

My final decision

For the reasons above, I am upholding this complaint and requiring Acromas Insurance Company Limited to pay Mr M £350 compensation in total for the distress and inconvenience it caused him by failing to send a recovery vehicle and for its poor communication. If it has already paid the £120 or £200 it previously offered or any other amount it must now pay the remaining balance.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 29 December 2025.

Anastasia Serdari
Ombudsman