

## The complaint

Mr B complains about the service Acromas Insurance Company Limited (“Acromas”) provided him with when he made a claim under his European roadside assistance insurance policy.

## What happened

Mr B had a roadside assistance policy with Acromas covering his motorhome. He took out the policy as part of the benefits provided by his bank.

Another company handles claims in Europe for Acromas, and I’ll refer to it as “A”. Acromas is responsible for the actions of A as its agent.

A also seems to outsource its actual vehicle handling to other companies, which in turn also reasonably fall into Acromas’ responsibility.

Mr B was travelling in France when he mistakenly put a quantity of fuel into the Adblue tank on his motorhome.

He moved the motorhome a few metres away from the pump, turned it off, contacted Acromas and made a claim.

There were delays in locating Mr B, then further delays in recovering his motorhome which needed to be dealt with by a dealer in the brand he had.

Some accommodation was arranged which wasn’t suitable, and taxis and hire cars were arranged and then cancelled by A.

Mr B incurred a cost of about £2,500 to fix the fuel system. He also says some scratches were caused to his motorhome during the process.

Mr B complained during the claim. His complaint was escalated within Acromas which appeared to give some ownership to the claim and complaint.

In its final response, Acromas apologised and said it would pay £250 compensation for Mr B’s distress and inconvenience. But it said it wouldn’t be liable for the repairs or scratches.

As Mr B remained unhappy, he brought his complaint to this service. Our investigator looked into it and thought should pay him a total of £400 compensation as its service should have been better.

Acromas didn’t agree with the view, but agreed it would settle at £325 compensation. Mr B initially accepted the view, and said he wanted to put the whole experience behind him. He later said he thought the amount of compensation wasn’t enough.

Because neither of the parties agreed with the view, this complaint has been passed to me to make a 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.

Having looked at the evidence I've been provided, I'm upholding Mr B's complaint as I think Acromas' service was poor and it's caused a short period of intense distress and inconvenience to him and his family.

I've read about the claim made by Mr B. I can see from the file that the mistake he made ended up causing him, and his family, significant inconvenience while overseas during a particularly hot period.

Acromas' service during this period was problematic, and I can see it's admitted mistakes were made during Mr B's claim.

Mr B has also talked about damage caused to the exterior of his motorhome while it was in the care of a repairer, and that he paid a significant amount of money for repairs to take place. He later found that the repairs may not have been needed. The repairer told him the delay in recovering his motorhome meant the work needed to be done, but when back in the UK he was told that the system simply needed to be flushed.

I think it's fair I say that this discovery would have been distressing for Mr B, but as he entered into a separate agreement with the repairer to carry out the work, I'm afraid that won't fall into the scope of this complaint against Acromas. From the information on file, it's also not clear when the damage happened, although it seems to have been when the motorhome was at a repairer.

It's Acromas responsibility as insurer that it provides the claims service, and it's also responsible for the actions of its outsourced companies, but it's not responsible for the repairers contracted by Mr B to carry out work on his motorhome. I'll also mention that Mr B could investigate the route he took to pay for the repair work to be done in case there's a route of complaint or reimbursement there.

Mr B has provided a detailed timeline of events during his claim, and I thank him and his family for their diligence.

When Mr B contacted Acromas and asked for roadside assistance, right from the very start he was provided with poor service. A sent a recovery vehicle to the wrong location.

He was told the uplift of his motorhome could take up to four hours, but it took 12.

His motorhome was recovered to one garage, which couldn't fix the problem as it handled a different brand.

In its responses to this service, Acromas said it acknowledged it had made errors but had paid claims higher than the limits in the policy so Mr B wasn't out of pocket. I think this is fair.

It also said it told Mr B on the first contact that it may struggle to retrieve his motorhome due to its size and location. To be clear, Mr B's motorhome was within the size range handled by Acromas' policy cover.

Mr B commented that some accommodation found by Acromas was inconvenient and unsuitable – he needed to arrange more suitable accommodation himself. He was left to sit in his motorhome in temperatures of over 40C during the day until the next accommodation

was booked and he was informed.

He also said he asked for a courtesy car to help him get around and to the overnight accommodation, but one was apparently agreed and then cancelled. A organised a taxi, but it was then cancelled too.

Acromas said the problem was originally caused by Mr B's mistake. That is true, but it's a covered event under the terms of the policy wording. So, I cannot see why that's a relevant comment I need to consider here.

But, at the centre of Mr B's frustration was the lack of progress on his claim. He was calling Acromas in the UK, which was forwarding messages to A, then usually to a local provider for the services needed. He complained there was seemingly no authority to take action, and he was rarely called back when promised.

I can see that Acromas' service resulted in a short period of very intense stress for Mr B and his family. That stress continued into the period when he was trying to arrange for repairs to take place.

It's important I say that I can only consider the impact of Acromas' actions on him, and that includes the actions of A and the other outsourcing companies used by Acromas to provide the claim service.

From the evidence I have, I think it's fair I say that Acromas didn't understand the situation Mr B was in. Mr B has talked about how his calls to it were treated, almost like he was an annoyance, but while it wasn't returning those calls or providing him with meaningful substantial updates. And this happened during a very hot period, meaning that Mr B and his family were very uncomfortable. I can see he resorted to trying to make arrangements himself due to the poor service he'd been getting. Some of those arrangements don't seem to have interfaced well with A's service, but I think Mr B's efforts were entirely understandable and well-meant.

I've thought about this carefully, and considered this service's guidelines on compensation, and I think the appropriate amount should be set at £400, which includes the £250 already paid by Acromas.

### **My final decision**

It's my final decision that I uphold this complaint. I direct Acromas Insurance Company Limited to pay Mr B:

- £400 compensation for the distress and inconvenience caused by its service. Amounts already paid can be deducted.

Acromas must pay the compensation within 28 days of the date on which we tell it Mr B accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 31 March 2026.

Richard Sowden  
**Ombudsman**