

## **The complaint**

Mrs R complains about how Acromas Insurance Company Limited (“Acromas”) handled a claim under her car insurance policy. When I mention Acromas I also mean the repairers and suppliers it used.

Mrs R is represented in her complaint, but for ease I’ll refer to her throughout.

## **What happened**

Mrs R had a car insurance policy with Acromas. She arranged the policy through a broker.

In August 2024 her car was damaged when a third party driver reversed into it, causing damage to the offside.

The third party initially agreed to pay for repairs informally so Mrs R obtained a quote for repairs from her own repairer. She ultimately claimed from her own policy with Acromas.

Her car was taken to Acromas’s approved repairer.

When her car was returned to her, there were some areas she wasn’t happy with. She complained about the quality of the paint finish, that the wing mirror cover was missing, and that some damage hadn’t been repaired. In her initial approach to Acromas, Mrs R said she told it that the offside doors had both been damaged, plus the offside rear wing and the offside driver’s mirror.

Acromas sent an independent engineer to review the car and work done. But it didn’t tell the engineer how the collision was alleged to have happened. So the engineer’s report was inconclusive. The engineer later commented that the door and mirror damage was consistent with the collision, but they thought the other damage was from vandalism and parking damage.

Mrs R made further complaints about Acromas’s handling of her claim and its communication with her. Acromas said it would pay her £100 compensation.

As Mrs R remained unhappy, she brought her complaint to this service. Our investigator looked into it and thought Acromas should pay an additional £250 compensation to Mrs R, plus the cost of a replacement mirror and fitting it at its approved repairer, plus repair the damage to the rear panels.

Mrs R agreed with the view but Acromas didn’t. It thought the view went beyond the matters that could be covered following its final responses to Mrs R’s complaint. It asked that this complaint was reviewed by an ombudsman.

Because Acromas didn’t agree 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.

It's important I start by considering what matters I think I'm able to deal with in this decision.

I can see Acromas responded to the view by saying it thought some of it was outside what was included in the original complaint. I've thought about this. Mrs R's complaints have been made over a considerable time, and she's been unhappy with several aspects of its service.

This service wrote to Acromas and asked for its response to a range of issues complained about by Mrs R. It responded to them and I think I can say it didn't object to their inclusion in the work being carried out by our investigator. I can also see there is a final response from it dated 18 March 2025 which in my mind means I can consider the points made by Mrs R. However, I'm making a slight change to part of the view because Acromas has already offered a solution to Mrs R. I'll explain further below.

I can see from her evidence that Mrs R found the claims experience tiresome. Although this complaint is against Acromas, as the insurer responsible for the claims process, other parties were involved in her claim. Her broker was contacted repeatedly to try and move the claim along. The broker appointed a hire car company, seemingly on a credit hire basis, for the period during which Mrs R's car was being worked on and because the approved repairer nominated by Acromas couldn't provide her with a courtesy car.

I'll also comment there's a discussion between this service and Mrs R saying she didn't need a hire car as she had a second vehicle.

In addition, Acromas uses an approved repairer who were also involved in the claim. And an expert was appointed by it to comment on the damage.

What this means is that Mrs R had to contact several different companies repeatedly to find out what was happening during her claim. I can see this caused her inconvenience and some distress.

Having read the file of evidence, I'm upholding this complaint. I'll explain why.

I'll deal with the different elements of Mrs R's complaint in turn.

### ***Unrepaired damage***

Mrs R said that, when she reported the collision to Acromas, she explained that the damage had been caused by the third party reversing into a parking space alongside her car. She said she told Acromas that the rear wing, rear door, front door and mirror had all been damaged in the collision. Repairs were done to the front door and mirror, but not the rear door or wing.

Acromas sent an engineer to inspect the damage and report whether they thought other damage was related to the incident. They reported that they couldn't comment on this because they'd not been told about the collision.

This information was then passed to the engineer, who reported (about two weeks later):

*"Having received and reviewed the incident circumstances & Repairer's original images I would advise:*

*The right front door damage around the mo[u]lding and the mirror cover would appear consistent with the circumstances*

*The vehicle appeared to have scratches consistent with vandalism and dents consistent with parking damage on the remaining right hand panels - these do not appear consistent with the advised circumstances"*

I'll comment that Mrs R's car is about 16 years old, and according to the engineer's report is in 'Good Condition'.

Our investigator asked for the third party's version of events, but Acromas said it didn't have this as the claim was non-fault (the inference being that it would not need a copy).

We also asked for a copy of the first call made by Mrs R to report the claim. From the file, I can't see that Acromas sent a copy.

Mrs R maintains she told Acromas about the damage all down the offside of her car. She's provided a copy of her repairer's estimate for repairing all of the damage, which shows it would be dealing with the rear wing and both doors on the offside.

But Acromas has provided an expert's opinion that only part of the damage was caused by the third party driver.

I've thought about this carefully. It's this service's approach that we give due weight to the opinion of an expert. But in this case I can't say that leads to a fair outcome. The expert, when they inspected the car, didn't have the required information to determine the answer to the question, and only did so at a later juncture. The expert said they thought some of the remaining damage was caused by: "...vandalism and dents consistent with parking damage" but that does seem consistent with the glancing impact caused by the third party, who (according to the diagram provided by Mrs R) seems to have reversed along the side of her car.

On the balance of probabilities, I can't say that's fair. Given Mrs R's assertion that she did tell Acromas about all of the damage, and her repairer assessed all of it when it estimated the repairs, I think it's fair to say that it's more likely than not that the damage was caused by the third party, and so Acromas needs to repair the remaining damage on the offside rear of the car.

### ***Mirror***

Acromas agreed that the third-party driver impacted the driver's mirror. This resulted in a cap/cover falling off it and being broken. Apparently this was a chromed item. Given the age of Mrs R's car, sourcing a new replacement has proved impossible, and the repairer looked for a used part to no success. There are comments on file about an error made in sourcing the mirror cover for the nearside rather than the offside.

Ultimately, the offside mirror cover hasn't been replaced. But I can see Acromas offered Mrs R that she could either locate one herself and it would pay for it, and to have it fitted. Or it would pay to have a mirror resprayed so both sides would match. I think that offer is fair.

As Acromas had already made that offer before Mrs R approached this service, what that means is that I don't need to uphold this part of her complaint and I'd ask that both parties liaise to have the work carried out with a sense of fairness in mind, given the struggles to find the cap so far. I will also comment that, given the age of the car, Mrs R needs to approach the replacement of the mirror cap pragmatically. I can see she was worried about

the lack of the cap meaning the car might fail its MOT. But she said she was willing to wait for the proper matching replacement.

So, given the passage of time, I think it's fair I say Mrs R needs to decide on how she wants to resolve this part of her claim in line with the options she's had.

The view included a note on how this part of the claim should be dealt with. In issuing this decision, I'm slightly changing the view to remove this point as the offer was already made by Acromas. What this would normally mean is I'd need to issue a revised, provisional decision, before moving to a final decision. Given the nature of this change, I don't think that's necessary here and I'm issuing this as a final decision.

### **Service**

I can see Mrs R had several problems during her claim and she's complained about several aspects of it. I'd like to assure her that I've read all of the file, even if I don't refer to it all here. Taking everything into account, I think it's fair I say that Mrs R's claim should have been simpler. I can see she was regularly chasing up progress between her broker, the hire car company, Acromas and its approved repairer.

I've mentioned above that the repairer apparently couldn't provide her with a courtesy car, which is why she was provided with a hire car. Although this arrangement seems to have been led by her broker, it doesn't seem fair that her insurance policy couldn't provide the car and instead she seems to have been provided with one on a credit hire basis.

I've thought about the distress and inconvenience Mrs R has been caused, and considered this service's guidelines. I think the appropriate level of compensation should be set at £250, in addition to the £100 already paid by Acromas.

### **My final decision**

It's my final decision that I uphold this complaint. I direct Acromas Insurance to:

- Pay Mrs R a further £250 for the distress and inconvenience caused
- Repair the damage to the rear offside panels of Mrs R's car.

Acromas must pay the compensation within 28 days of the date on which we tell it Mrs R 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 Mrs R to accept or reject my decision before 17 February 2026.

Richard Sowden  
**Ombudsman**