

## **The complaint**

Mr P complained about the way Acromas Insurance Company Limited (Acromas) handled a claim he made on his Breakdown Cover insurance policy.

Acromas are the underwriters of this policy and any reference to Acromas includes the actions of their agents. Mr P is represented by his partner, but to keep things simple I'll refer to both their actions as Mr P's.

## **What happened**

Mr P was travelling in France in July 2025 when his vehicle filled with smoke and leaked oil. He drove it back to his booked accommodation. He called Acromas on 22 July 2025 to claim on his breakdown cover. They said he should take his vehicle to a garage nearby his accommodation the next morning. When he did, the garage wouldn't agree to repair the vehicle – and Mr P said the garage's staff were rude to him.

On 24 July 2025, Acromas said they would arrange Mr P a hire vehicle. Mr P was travelling with six people, so Acromas attempted to arrange a seven-seater vehicle but found that none were available. On 26 July 2025, they arranged a taxi for him to pick up a five-seater hire vehicle.

Because the breakdown happened during a busy summer period, Acromas couldn't organise a garage to repair Mr P's vehicle and decided it needed to be repatriated. It was collected on 31 July 2025. Acromas also arranged to swap Mr P's hire vehicle near the border for one he could drive in the UK, but the drop off and pick up locations were different. They told Mr P they'd arrange a taxi between these locations. But when Mr P arrived, the taxi hadn't been arranged. So, he had to arrange one himself. On 8 September 2025, Acromas completed the repatriation of Mr P's vehicle.

Mr P complained to Acromas about how they handled the claim. Acromas agreed there had been failings and paid him £500 in compensation. They also said they'd consider his additional costs if he submitted them. Mr P didn't think £500 compensation was enough so referred his complaint to this Service. He said he wants Acromas to reimburse him for the cost of the holiday.

An Investigator at this Service looked into what happened. He agreed Acromas acted unfairly at times but thought £500 was enough compensation to put things right. Mr P disagreed. He said because of Acromas' actions, his family, some of whom were vulnerable, were left without food and other essentials – and had no holiday. The complaint couldn't be resolved so it was passed to me to decide.

I wrote a provisional decision not upholding the complaint. Its findings form part of this final decision, so I've copied them in below. I also invited any further comments or evidence before I issued a final decision.

*As ours is an informal service, I'm not going to respond to every point or piece of evidence Mr P and Acromas sent us. Instead, I've focused on what I consider to be key or central to the complaint. But I'd like to reassure both that I have considered everything submitted.*

*Mr P's policy says, if his vehicle breaks down, he's entitled to the cost of unaccompanied recovery of his vehicle to either his home, a vehicle repairer or his original destination. The policy also says he's entitled to the cost of alternative travel – which includes £120 per day towards the cost of hiring an alternative vehicle. It says vehicle hire availability can't be guaranteed – and specifically says minibuses, vans, and vehicles with automatic transmission in particular are difficult to hire.*

#### *Acromas' handling of Mr P's claim while he was in France*

*Mr P expected a seven-seater vehicle for him and his family. Acromas told Mr P this may be difficult, but I see they tried to arrange it. They also said they could look for two vehicles, but it would likely incur an additional cost for him. He wasn't happy with this arrangement. It took around two days to find a hire vehicle. Mr P asked whether it would fit his whole family and Acromas said it would. But it was a five-seater vehicle rather than a seven-seater one.*

*Although I'm sorry to hear how what happened affected Mr P's holiday, I don't think Acromas are to blame for how long it took to find a suitable vehicle – or that they were only able to find a five-seater vehicle in the end. I think it's unlikely Acromas could have arranged a hire vehicle quicker than they did since the delay was more-than-likely due to his remote location and it being a busy time of year. I also don't think it was unfair for them to warn Mr P two vehicles might take him over the £120 limit the policy allows and he'd likely incur costs if he opted for this. I'm satisfied Acromas reasonably attempted to look for an appropriate hire vehicle, and it wasn't unreasonable to arrange the five-seater vehicle when a larger one wasn't available.*

*Mr P's family felt they were restricted to their booked accommodation for several days. Acromas were aware Mr P felt his situation was urgent as he told them on several occasions they were running out of food and other essential items. Acromas are obligated to avoid causing him foreseeable harm and I think they could have done more to help Mr P find ways to obtain necessary items in the time he was without a vehicle. I've also seen there was a breakdown in communication between Mr P and Acromas when arranging the hire car. Some of this was because of the reception at Mr P's accommodation (which I don't hold Acromas responsible for), but other times it was because Acromas' system wouldn't allow them to make outbound calls. This may not have been intentional, but it still will have added unnecessary distress since Mr P was expecting Acromas to update him.*

*Acromas arranged for Mr P to drop off his French hire vehicle in one location but for him to pick up his UK hire vehicle from a separate location. I understand how this would make Mr P anxious about making his scheduled euro tunnel crossing in time. From what I've seen, Acromas didn't arrange a taxi in time and Mr P needed to arrange one himself. This also meant he had very little time to make his scheduled euro tunnel crossing and spent additional time in a location he felt unsafe – especially when his children were travelling with him. Mr P fortunately made his euro tunnel crossing in time, but I'm satisfied Acromas will have added additional distress at this time too.*

*I'm sorry to hear about how rudely the local garage acted towards Mr P after Acromas told him to take his car there to be checked. Mr P's policy says garages aren't Acromas' agents and they aren't liable for such garages' actions. I don't think I can fairly say the garage's actions were Acromas' fault, and I was pleased to see Acromas acted quickly to make other arrangements shortly after.*

### Repatriation of Mr P's vehicle

Acromas first attempted to have a local garage in France look at and potentially repair Mr P's vehicle, but they found this wasn't possible until after Mr P returned to the UK – so Acromas opted to repatriate the vehicle. Mr P's policy says when vehicle recovery is arranged, delivery of the vehicle normally takes 8 to 14 working days. And that at busy periods recovery may take longer. Mr P was travelling during a busy holiday period, so it wouldn't necessarily be unfair for Acromas to take longer than 8 to 14 days to repatriate his vehicle, but I'd still expect them to do it as promptly as the circumstances allow.

Acromas told Mr P his car would be collected for repatriation on 28 July 2025. But it wasn't collected until late on 31 July 2025. Mr P has told us about how he was waiting around the booked accommodation for this to happen. And that he had pressure from the owner of the rental apartment to have the vehicle gone by the following morning and how he would incur additional cleaning costs if the oil damaged the property. I find the delays in Acromas arranging the collection of Mr P's vehicle unreasonable. And I think Acromas were unclear to Mr P about the collection – I understand why he didn't want to travel far on the last few days of his holiday in case someone came to collect the vehicle while he was away.

On 8 August 2025, Acromas wrote to Mr P saying recovery had been arranged and that the usual delivery time is 14 to 21 working days. This would mean the vehicle could be expected to be delivered by 8 September 2025. From what I understand, Acromas had Mr P's vehicle delivered to his preferred location on that date.

It's unclear why there was a week wait before repatriation was arranged and Acromas have accepted there was a delay in repatriating the vehicle. Acromas were aware of Mr P's request that his vehicle be delivered by 4 September 2025, and Mr P said they couldn't tell him where his car was when he asked. I can appreciate how this will have caused further distress and inconvenience for him and his family.

I've thought carefully about whether any delay during this period caused any loss of use. Mr P's vehicle wasn't fixed until November because of a cyber-attack at the repairer. He said if there wasn't a delay in repatriating his vehicle, they would have had use of it much sooner. But I don't think that's the case. From what I've seen, the cyber-attack affected the repairer in September and October 2025, so I think it's unlikely Acromas' delays had any major impact on when Mr P's vehicle was fixed and returned to him.

### The impact on Mr P

I am sorry to hear about what happened to Mr P, and I'd like to thank him for sharing how it significantly impacted him and his family. He has disabled elderly parents, his wife suffers from a condition that's made worse by stress, he had his children with him, and he suffered a panic attack. I've listened to the calls between Acromas and Mr P. I could hear how distressed Mr P was and, overall, I found Acromas were understanding of his situation and tried to explain next steps. But there was an occasion they came across dismissive, and I understand why Mr P thought they weren't empathetic to his situation. Although I'm satisfied the claim was generally progressed promptly in the circumstances, I think there were some service failings that would have added to his distress.

Mr P wants Acromas to cover the cost of his family's holiday and for other costs like a hire vehicle while his own was being repaired. Mr P's policy covers him for costs relating to the breakdown of his vehicle and connected travel and accommodation costs set out in the terms. And I've set out why I don't think he would have had his vehicle earlier even if Acromas didn't cause delays. They aren't responsible for the situation that led to Mr P's

*vehicle breaking down or for the loss of use while his vehicle was being repaired, so I'm not directing them to pay these additional costs.*

*But Acromas didn't handle the claim fairly at times, and it caused considerable distress and inconvenience to Mr P and his family. I was glad to see Acromas apologised for what happened and paid £500 compensation. I appreciate Mr P will be disappointed, but this amount is in line with what I would have awarded in the circumstances, so I won't be directing them to pay more.*

*Mr P has talked about additional costs he incurred like additional accommodation, taxi fares, and increased mobile phone bills. I understand why Mr P was concerned about the cost of the calls he made, but I don't think Acromas are responsible for this. Unplanned accommodation and other travel costs may be covered under the policy, and I understand Mr P submitted these as part of the claim. He may be able to make a new complaint to Acromas if he's unhappy with their response to these.*

*I appreciate Mr P has complained about how the policy was sold to him. Acromas aren't responsible for the sale of the policy, and he'll need to refer this complaint point to the business who did.*

### **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 haven't been provided with anything from Mr P or Acromas in response to my provisional decision to persuade me to depart from what I've said. So, for the reasons set out in my provisional decision, I'm not going to direct Acromas to take any action.

### **My final decision**

For the reasons above, I don't uphold this complaint.

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

Andrew Wakatsuki-Robinson  
**Ombudsman**