

The complaint

Mr and Mrs R have complained about Acromas Insurance Company Limited's service after they claimed on their European Breakdown Cover policy.

The policy is provided as a benefit of Mr and Mrs R's bank account. The breakdown and recovery service itself is provided by a motoring organisation and its partner services abroad. However, as Acromas is the policy underwriter it is responsible for dealing with claims and complaints about those. So I will only refer to it in this decision even where the actual service was delivered by another provider including the motoring organisation's European partners.

What happened

Mr and Mrs R were on a trip in Europe when their car broke down. They called Acromas for help. They say they had to endure numerous delays. Most significantly, after their car was towed to a garage they waited around 11 hours for Acromas to arrange a taxi. At that time they were stuck in their car and had no access to any facilities, food, refreshments or even toilets. The taxi eventually picked them up in the early hours of the morning.

Following this Mr and Mrs R remained disappointed with Acromas's service. In particular they said it failed to provide them with meaningful updates and to return calls etc.

Mr and Mrs R complained. Acromas upheld their complaint. It paid them £350 compensation. Mr and Mrs R didn't think that went far enough. They brought their complaint to the Financial Ombudsman Service. One of our Investigators looked into it. She didn't think Acromas had done enough to compensate Mr and Mrs R for their distress and inconvenience and said it should pay them a further £600 in compensation. Acromas didn't agree, so – as the matter remains unresolved – it's been passed to me to determine.

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 understand that Acromas has now settled Mr and Mrs R's claim for out-of-pocket expenses. It has also accepted that it provided a poor service. Amongst other things it:

- Acknowledged its significant delays, particularly the 11 hour wait for Mr and Mrs R without access to facilities or onward travel having been arranged.
- Said its communication throughout the process fell short of expectations including missed calls, slow updates, and provision of conflicting information.
- Regretted that Mr and Mrs R had to constantly chase for updates.
- Apologised for the distressing and frustrating situation Mr and Mrs R's family endured and its subsequent handling of the matter.

So what is left to consider now is whether or not Acromas has paid sufficient compensation to address the distress Mr and Mrs R suffered.

I think it's important to say first that I'm aware that, even when breakdown recovery insurers and services respond efficiently, a breakdown abroad is likely to be a source of some

distress and inconvenience, that is bound to have some impact on the enjoyment of a holiday.

But in this case it seems that Mr and Mrs R had a horrendous experience. And their account is that the levels of disruption and inconvenience they endured were far more significant than they could have anticipated from the situation they found themselves in.

For example Mr and Mrs R have described Acromas's service as 'appalling'. In particular, I think having to wait around 11 hours for a promised taxi, while in an unfamiliar location, without access to any facilities or refreshments would be an extremely distressing situation for most people. But in this case I'm aware that matters were more difficult as they were travelling with their son who has additional needs and vulnerabilities. And Mr and Mrs R have explained that he found the situation particularly disturbing.

Additionally, I'm aware that Mr and Mrs R had suffered a recent bereavement. And they'd hoped the trip would help them to recover from that. Clearly Acromas's failings, as it's acknowledged, only added to their distress. So, in their specific circumstances, I can understand that the impact of Acromas's failings were more keenly felt than for many other individuals.

Also the impact on Mr and Mrs R wasn't limited to the initial delay. Following that, over the coming days, they had to try to contact Acromas on a number of occasions to find out what the next steps were. They said they met with numerous difficulties and Acromas has acknowledged that its communication was poor. I understand this added to their distress and they have described the events as 'traumatic'.

Mr and Mrs R have also told us that, as a result of Acromas's poor handling of the matter, their son is now reluctant to travel in a car or to go on holiday abroad. I have no reason to doubt Mr and Mrs R's account here. So I do not think it would be reasonable or proportionate to ask for further evidence of their son's ongoing difficulties. That's especially the case as it is Mr and Mrs R who are Acromas's customers not their son. So it's their distress I am focusing on when considering compensation. But I can't lose sight of the fact that witnessing their son in such distress must have been extremely difficult for them.

Further, their accounts are persuasive that they believe their son's ongoing concerns about car travel and holidays is caused by Acromas's service failings. In those circumstances Acromas's poor service is clearly causing ongoing disruption and distress to Mr and Mrs R. So the matter has had a longer-term impact on them than simply the initial breakdown and the inconvenience which flowed from that.

In those circumstances I don't think the compensation of £350 that Acromas has paid does enough to remedy the distress Mr and Mrs R experienced and continue to experience. On top of the very serious short term impact they experienced, it's evident to me that Acromas has caused considerable distress, upset, and worry that took a significant amount of effort so sort out and that has persisted over a number of months. So, I think it's fair and reasonable in the specific circumstances described here for Acromas to pay Mr and Mrs R an additional £600 compensation to bring the total sum payable to £950. That's because that sum is in line with other cases of similar seriousness where businesses' failings have had an equivalent impact on the people concerned.

My final decision

For the reasons set out above I uphold this complaint. I require Acromas Insurance Company Limited to pay Mr and Mrs R further compensation of £600 to bring the total compensation sum to £950.

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

Joe Scott
Ombudsman