

complaint

Mr V has complained about the level of customer service he received from Acromas Insurance Company Limited following a claim under his motor insurance policy. Specifically, he is unhappy that (i) it immediately assumed that his vehicle would be deemed a total loss and (ii) after deciding initially not to pursue a claim, he was then sent a letter thanking him for completing the claims registration process. He would also like to be compensated for his time and expenses at the rate set out in his 'terms of engagement', which he has provided to this Service.

background

Mr V telephoned Acromas to report an incident involving damage to his car. On that call, Acromas told him that the car would be considered a total loss given its age. Mr V decided not to pursue a claim, but despite this, Acromas sent him a letter thanking him for completing the claims registration process. Subsequently, it was decided that Mr V's car was not a total loss based on the estimate he had provided and it paid for the repairs under the terms and conditions of the policy. This involved Mr V writing to Acromas to clarify his position.

The adjudicator did not uphold the complaint because she was satisfied that Acromas had sufficiently resolved it prior to it coming to this Service. She felt that Acromas should have communicated better, but as it had already issued £50 in compensation to the charities of Mr V's choosing, she was satisfied this was appropriate in the circumstances. Mr V disagreed and felt he had experienced distress and inconvenience and that the adjudicator had not reached a fair conclusion.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

I agree that it was somewhat premature of Acromas to immediately classify Mr V's car as a total loss, but I do not think it was inherently unreasonable given the age of the car and the estimate Mr V had provided for the repair costs. However, Acromas's engineer did then advise that the car was not a total loss and could be repaired. Acromas paid for these repairs.

I also agree that Acromas should not have written to Mr V to thank him for registering a claim when he had not done so. However, it has acknowledged that this was an administration error.

As a result of Acromas's errors – specifically, mistakenly classifying the car as a total loss for a short period of time and writing to Mr V thanking him for registering a claim, which he had not done – Mr V was inconvenienced. In particular, it took some of his time to sort the matter out. However, I am satisfied that Acromas acted appropriately to put this right. It donated £50 to charities of Mr V's choice. It also ensured Mr V's car was repaired, not classified as a total loss. I consider this sufficient to address the errors and I do not think it appropriate that Acromas should be required to pay compensation at the rate Mr V has set out in the document provided to this Service detailing his terms of engagement. This Service's compensatory awards are modest and I believe £50 is appropriate in the circumstances of this complaint.

my final decision

It is my final decision not to uphold this complaint. I make no award against Acromas.

Elspeth Wood
ombudsman