

## **complaint**

Mr J has complained that Acromas Insurance Company Limited refused to cover the costs of repairs to his partner's car following a breakdown. Mr J believed he'd added a Breakdown Repair Cover (BRC) policy for his partner to his and her membership in 2017.

## **background**

Mr J was a member of a company of which Acromas Insurance Company Limited underwrites the BRC policy. So for the purpose of my decision all reference to Acromas includes its agents.

In March 2017 Mr J contacted Acromas to discuss the renewal of his membership and cover. He asked to add his partner. This was done. Acromas said it added Mr J's partner's car for roadside assistance, home start and relay cover– but it told him only his car was covered under the BRC policy. Acromas sent out documentation to show the additional cover for his partner to Mr J in March 2017.

In February 2018 it renewed Mr J and his partner's cover on the same terms as the year before. In October 2018 Mr J's partner's car broke down. It wasn't possible for a patrolman to repair her car at the roadside, so her car was towed to a garage. When the garage contacted Acromas to authorise repairs, it said Mr J's partner's car wasn't covered under the BRC policy.

Mr J complained to Acromas. He believed he asked for his partner to have identical cover to him when he added her as a member in 2017. And he said an online app on his mobile phone showed that his partner's car had BRC before the breakdown.

Acromas didn't uphold Mr J's complaint. It said it told Mr J in the key call in March 2017 that only his car had BRC. And in the documents it sent him in 2017 and 2018, it showed only his car as having this cover.

Our investigator thought it was a finely balanced case. Initially he thought Acromas hadn't been quite clear enough in the call with Mr J in March 2017. Mr J had explained that he and his partner share cars – and that he didn't ask for only his car to have BRC. And because the app incorrectly showed that Mr J's partner's car had BRC, he thought on balance Acromas should cover the costs of the repairs to Mr J's partner's car.

Acromas didn't agree. It provided further information to show that none of the documentation it sent indicated that Mr J's partner's car had BRC. It said there was a temporary issue with the online app. But it was able to show that during this period, Mr J checked his app once - a few days before the incident. So even if Mr J and his partner were to rely on the information it saw then, under the terms of the policy, the repairs still weren't covered. This is because there is a wait period of fourteen days from the date the BRC policy starts to when a claim can be made for repairs.

The investigator reconsidered and no longer thought Acromas had acted unreasonably.

Mr J didn't agree. He believed both cars had the same level of cover. He's unhappy that the online app wasn't reliable. So he'd like an ombudsman to decide.

## my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've listened to the key calls as Acromas has provided a recording of them. In March 2017 Mr J asked to add his partner as a member. This meant she was to benefit from roadside assistance, relay, and home start. Toward the end of the call, the agent summarised what would happen next. She explained that she would send out revised documents and two membership cards. Mr J checked with the agent if everything was to stay the same – but with the upgrade on top. The agent said yes. She continued:

*“So at the minute it's just your (make of Mr J's car) that we'll go out to – but from 17<sup>th</sup> (March 2017) it will cover you both as a driver or a passenger in any car. You're going to keep the breakdown repair just for the (Mr J's car) and then the additional service you will get is the same as the mobile onward travel option. OK Sir? But I've got your documents coming out”*

Mr J confirmed this was ok.

Acromas provided a copy of the letter it sent to Mr J on 15 March 2017. This shows his partner was added as a member. On the second page it sets out the level of cover as follows:

*“Personal Joint membership for Mr J and Miss K”*

*“Breakdown Repair Cover for vehicle: (Mr J's registration details only).”*

Acromas said the mobile app error was temporary. Mr J doesn't agree and says it was there from the point he added his partner's details to it. I don't think it was helpful that the online app incorrectly showed that Mr J's partner has BRC. But – overall I think there's enough to show me that Acromas was reasonable to decline the claim for repairs to Mr J's partner's car. In the key call in March 2017, the updated letter from Acromas confirming the additional membership of Mr J's partner - and the renewal documents in 2018, only Mr J's car is listed as having BRC.

I understand Mr J will be disappointed with my decision. But on balance I think Acromas acted reasonably and in line with the cover available. So I don't think it needs to do any more.

**my final decision**

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 11 March 2019.

Geraldine Newbold  
**ombudsman**