

The complaint

Mr H has complained about the service he received from RAC Insurance Limited's service when he broke down in Europe. He said this ensured he incurred a significant level of excess costs due to its services failures, which RAC hasn't refunded.

What happened

Mr H was in abroad in Europe with his wife and dog making his way back to a port to return home on a booked ferry when his car broke down on 1 November 2022. As it was late at night Mr H asked for recovery services the next morning. Mr H was anxious to get his car repaired as fast as possible so he could make his ferry connection which was specifically booked to accommodate his dog. He said the particular ticket he had to accommodate his dog was not freely available and they sold out fast. He said this meant it was difficult to accommodate his dog on a later or another ferry crossing.

RAC's agents duly attended the next day as required. It was decided Mr H's car couldn't be repaired as quickly as needed to catch the ferry. So then Mr H asked if his car could be towed to the ferry as it was still driveable to a degree and that meant Mr H could get home. RAC's agent agreed to this but explained it was outside the terms of his cover. However then arranging the tow plus a taxi for Mr H and his wife and dog was delayed which meant they didn't have enough time to make the ferry.

So, Mr H then arranged to get his car repaired himself which took about three days and then drove himself, his wife, and his dog back to the shuttle tunnel in order to come home. This took several days with hotel and food costs plus the new shuttle costs, further vet costs for his dog to travel, and fuel and Mr H obviously funded all of this himself. He said it cost him £2,777.00 and he claimed this from RAC.

RAC said it could pay him £764.51 which included the policy's allowance for a maximum of five night's accommodation, the tow to the garage where he got his car fixed, the taxi costs to the garage to approve the repairs, and back to the hotel and then later to collect the car. It said the unused ferry home costs plus the unused hotel costs, the ferry back to the UK and all the travel costs Mr H had claimed to include accommodation, food, vet costs for his dog to be able to travel and tolls were not entitlements under the policy and therefore couldn't be claimed. RAC also paid him £150 compensation.

Mr H remained unhappy. So, he brought his complaint to us. The investigator thought RAC should pay the cost of the shuttle costs which was a further £186 as a reasonable compromise. RAC agreed to this.

Mr H remained dissatisfied, so his complaint has been passed to me to decide.

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.

Having done so I'm upholding this along the same lines as the investigator. I'll now explain why.

When things have gone wrong like they certainly did for Mr H, we look to see what the business such as RAC here, should have done according to the terms and conditions of its policy and assess whether it has now done enough.

RAC was obliged to respond to Mr H's call for assistance which its agents did at the time Mr H specified the following day, given the lateness in the day when his car broke down. Understandably Mr H was anxious to have his car repaired as quickly as possible so he could make his ferry. Unfortunately, RAC's agent couldn't find a garage who was in position to do that. Further when Mr H organised to get his car repaired himself it also took three days so that shows me that it's far more likely RAC's agents were correct in their estimation of how long it would take to get Mr H's car repaired.

Mr H then asked if his car could be towed to the port so that he could catch his ferry as his car was still driveable but for short distances. This was a not service that RAC was obliged to provide under the policy. However, it did offer to provide it but then sadly despite there being eight hours until the ferry was due to leave, the agents couldn't get Mr H, his wife, his dog and his car there in time which was unfortunate. Having agreed to provide this service in situations like this even though outside the contract terms I do consider it confers some liability in the event it didn't happen.

However, that liability must then revert to what Mr H was provided for by the terms of the policy. I don't consider that simply because an option outside the policy conditions was initially agreed and then attempted that means the entire basis of Mr H's cover provided by RAC changes so dramatically that everything else that happened afterwards is then RAC's fault. That wouldn't be fair or reasonable here. Solely because of course neither RAC nor its agents had anything to do with Mr H's car breaking down in the first place. Its cover for Mr H simply provides assistance up the level of what the terms and conditions state if his car broke down. And of course, it hadn't provided any specific cover for Mrs H's serious medical condition or the fact they had their dog with them, which made getting a later ferry or a ferry crossing after his car was repaired not reasonably possible.

RAC rightly said that if Mr H had contacted it again once his car had been repaired it would have arranged further services for Mr H if it was possible. I appreciate Mr H felt it wouldn't be able to get the right ferry ticket for his dog, but crucially Mr H didn't permit RAC's agents to explore the matter.

I thoroughly understand and appreciate why Mr H took this course of action. His wife is suffering from a serious deteriorating disease, plus they had a dog travelling with them which would obviously need the right conditions to make any journey too which Mr H had evidently carefully considered with the special facilities that he had pre-booked for his dog for the original ferry crossing. But without making contact with RAC before setting out on this journey, so that RAC could explore what else could be provided for him, I don't consider RAC was under further liability for costs Mr H incurred save what he was entitled to under the terms of the policy.

I can see RAC calculated Mr H's entitlements correctly within the terms of the policy at £764.51 and indeed has paid that to Mr H along with £150 compensation which I also consider is adequate and in line with what I would have expected it to do.

Following the investigator's view, RAC further agreed to pay the shuttle costs at a further £186 which I also consider was reasonable and generous as it was not strictly provided for in

the terms and conditions for the situation Mr H found himself in. By this stage Mr H had got his car repaired himself and set off on a much longer journey taking several days to the shuttle service to get home with no further reference with RAC's agents.

In conclusion whilst I do appreciate Mr H will be very disappointed, I am of the view that RAC has fairly done enough to make things right in these circumstances, more so with the compensation payment plus the shuttle costs.

My final decision

So, for these reasons it's my final decision that I'm upholding this complaint.

I now require RAC Insurance Limited to pay the shuttle costs of £186 to Mr H if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 9 October 2023.

Rona Doyle
Ombudsman