

## **The complaint**

Mr G is unhappy with the way RAC Insurance Limited handled a roadside assistance claim while he was driving abroad.

This complaint involves agents for whom RAC is responsible. Any reference to RAC includes its agents.

## **What happened**

Mr G took out a roadside assistance policy with RAC to cover a foreign trip with his family.

In brief, Mr G suffered a punctured tyre during his trip and contacted RAC for assistance. RAC first believed Mr G wasn't covered. But it went on to recover Mr G's vehicle to a local garage. Mr G was unhappy with the delay, with the way the recovery was conducted, and at being left to make his own arrangements afterwards.

The repair was due to take a few days as the garage had to order a new tyre. RAC attempted to arrange a hire car during this time, but it had trouble finding one and then decided that Mr G's policy terms didn't provide for one. Mr G challenged this, but a car wasn't provided. Mr G chose to continue his journey to his destination country by train, leaving his vehicle with the garage.

Mr G spoke to the repairing garage and became concerned that his vehicle might have other problems. He was worried it couldn't complete the journey to his new destination. He asked RAC to transport it to him so he could have it inspected further. RAC refused because it thought the car had been repaired and was driveable, so Mr G complained about RAC's decision and the service he'd been given.

RAC upheld the complaint in part. It still refused to transport Mr G's vehicle and requested that he collect it. And it claimed that Mr G had said the recovery had gone well. But it admitted that it had misled Mr G about which services it would provide to him. So, as a gesture of goodwill, it offered to pay Mr G's costs for the period of the repair and invited Mr G to provide receipts. Mr G provided these and RAC paid him around £800. It also paid £40 for a delay in responding to his complaint.

During this time, Mr G referred his complaint to the Financial Ombudsman. Our investigator looked into things and didn't think the complaint should be upheld. He thought RAC provided poor service and caused confusion. But he didn't think RAC had to arrange accommodation or onward travel. He also didn't think RAC had acted unfairly in refusing to transport Mr G's vehicle. Overall, he thought the money RAC had paid was reasonable.

Mr G didn't agree. He felt strongly that RAC had denied any responsibility for helping him when he needed it, and he wanted it to act in line with his policy terms. He also thought RAC had essentially stolen his vehicle and he wanted it to be returned to him.

Because Mr G didn't agree, his complaint has come to me for a decision.

## **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 won't be upholding the complaint. I've explained why below. But I first want to acknowledge Mr G's strength of feeling and the detail he's provided. Whilst I can assure him that I've read everything he's said, I won't address every point. This isn't intended as a discourtesy and is simply a reflection of the informal nature of this service. If I haven't commented on a specific point, it's because I don't feel it affects what I consider to be the right outcome.

Insurers have a duty to handle claims promptly and fairly. So, I've considered the way RAC dealt with Mr G's claim, whether it acted in line with his policy terms, and whether it treated him fairly in doing so.

### Mis-sale

Mr G has raised concerns that his policy was mis-sold. However, his policy was sold by an intermediary and not by RAC Insurance Limited as Mr G's insurer. So, I'm unable to consider his concerns about the sale within my decision here.

### The recovery

RAC admits that when Mr G first called, it took around 90 minutes and several calls from Mr G before it agreed to help. I haven't requested the call recordings that Mr G has asked us to, because I don't think I need to listen to them. I'm persuaded that RAC should have helped Mr G sooner and delayed his rescue. I imagine this added significant stress to an already difficult situation, with Mr G stranded at the side of a foreign motorway with his family.

Mr G also says he and his family had to stay inside their vehicle while it was transported on the back of the rescue truck. Mr G says he was told to duck down to avoid being spotted by the police. Our investigator asked RAC about this. RAC said this method of recovery isn't uncommon in the region because only emergency vehicles are permitted to stop on a motorway – meaning taxis were not an option. So, I don't think the rescue method was unreasonable. However, RAC also said the police usually need to give their consent, and it couldn't say whether this was done. Given what Mr G has said, I think it probably wasn't. And I think this would have caused additional worry and stress.

I appreciate RAC recorded on its system that Mr G said the recovery went well. I haven't listened to this call, but from the evidence I've seen and from what Mr G has told our service, I don't think RAC carried out a fair and reasonable recovery and I think this most likely caused unnecessary distress and inconvenience.

### Other services

Mr G is unhappy that RAC didn't provide further services like a hire car and assistance with accommodation. He's also unhappy with how RAC communicated about these things.

I think there's been some confusion over what Mr G's policy provides. Mr G's policy considers a breakdown to be an electrical or mechanical failure that stops the vehicle from being driven. In the event of a breakdown, the policy provides services like onward travel and help with accommodation. But, crucially, it doesn't consider a flat tyre a breakdown. For a flat tyre, it only provides recovery to a local garage. I think the confusion arose because it wasn't clear whether the flat tyre also caused damage to Mr G's vehicle which might have

been considered a breakdown and might have therefore meant RAC needed to provide further services. But I'm satisfied that Mr G suffered a flat tyre and not a breakdown. So, RAC wasn't responsible for anything further than transporting the vehicle to a local garage.

Even so, RAC admits that it failed to communicate clearly with Mr G about this – and I agree. This was most notable with the hire car. RAC couldn't source a car on the night of the rescue – which probably wasn't helped by the initial delays. And after reassuring Mr G that it was still looking, it later decided that he wasn't entitled to one. I think this would have been confusing and frustrating for Mr G at a time when he was trying to make arrangements to continue his journey with his family.

Overall, I've kept in mind that Mr G's situation always would have been stressful. But I think RAC's poor service and poor communication added significantly to this. However, I have to weigh this against the steps RAC took to try to put things right. RAC paid Mr G around £800 of costs it didn't have to pay under the terms of Mr G's insurance contract, plus £40 for complaint delays. Keeping in mind our service's guidelines for compensation, I think this amount of money represents a fair attempt to resolve the complaint. So, I don't think it would be fair for me to award further compensation.

#### The repair and repatriation

Mr G is also unhappy that RAC didn't agree to transport his car to his destination country and hasn't agreed to return it to him.

I understand Mr G was concerned his vehicle hadn't been fully repaired. To support this, he's provided text messages from the repairing garage which say:

"We only changed the damaged [sic] tyre. The insurance company knows that the car is ready. The tyre including mounting cost about 240€. The engine runs rough."

...

"The rim is bent on the inside. You probably ran over something."

RAC's claim notes show that it was concerned about this, so its agent made enquiries with the garage. The agent noted:

"We spoke to the workshop. The rim has a small dent on the inside, which does not affect function or driving safety, but is purely optical. This is told your customer. During the test drive they noticed that the engine was running a bit rough, but that seems to have been the case for a while. Since the "running rough" of the engine was never mentioned in the order and seems to have existed for a while, they didn't bother with it."

I appreciate why Mr G was worried. The garage highlighted a possible issue with the engine, and Mr G has said he carried out maintenance work in preparation for the trip. But, even if there was an issue with the engine, I don't think the car was undriveable. I say this because the garage was able to carry out a test-drive and said the car was ready to collect. Further, if there was an issue, I think it was most likely pre-existing and unrelated to the flat tyre. Mr G's policy does not provide for RAC to diagnose and repair a pre-existing issue on a driveable vehicle, or to transport a driveable vehicle to an onward country. So, I think RAC's refusal to transport the vehicle was reasonable. And I can see RAC made Mr G aware that the car was ready to collect and made its position clear.

I appreciate Mr G feels RAC should have done more. And I understand why he was worried about his car surviving the journey. But RAC fulfilled its obligations to Mr G when it transported the car to a local garage. Any other issues appear to have been cosmetic or pre-existing, and I'm persuaded that the car was roadworthy and driveable. So, I don't think it would be fair for me to say that RAC – as Mr G's breakdown insurer – should have done more than it did. I therefore won't be asking it to do anything further with Mr G's vehicle.

RAC said in February 2024 that the car is still accruing storage charges abroad. I'm not persuaded that RAC is required to cover the costs of storing the vehicle or returning it to Mr G. I can see RAC offered to help communicate with the company holding the vehicle, depending on what Mr G wanted to do. So, I think it has acted reasonably here.

I know this will be disappointing for Mr G and I want to reassure him that I've considered the points he's raised. But I'm satisfied that RAC's refusal to repatriate Mr G's vehicle was reasonable, and I think it has paid a fair amount of money to recognise the mistakes it has made. So, I won't be telling RAC to do anything further.

### **My final decision**

For the reasons above, I don't uphold Mr G's complaint about RAC Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 26 August 2024.

Chris Woolaway  
**Ombudsman**