

## **The complaint**

Miss A and Mr C have complained about the service provided by RAC Insurance Limited when their campervan broke down in Central Europe.

Any reference to RAC includes its agents.

## **What happened**

Miss A and Mr C's campervan broke down on a motorway in Central Europe in roadworks in a very dangerous position. Mr C called RAC for assistance at 15.51. The handling agent spent some time trying to establish Mr C's location, despite the fact both Mr C and the attending police officer had provided him with an exact location. Mr C was on the call around 25 minutes, during which time the agent suggested he should go back to his motorhome to get the GPS location. As Miss A and Mr C's campervan was in a dangerous location and wasn't driveable due to a problem with the gearbox and because Mr C wasn't getting anywhere with RAC, the police called a recovery agent to come and move it. Mr C then called RAC again at 16.21 only to be put on hold. The call then cut off. Mr C called again at 16.37. This time, having established the police had called a recovery agent, the handling agent told Mr C to let RAC know once he knew where he'd been towed to.

It seems that either the police didn't make the size and weight of Miss A and Mr C's campervan clear to the recovery agent or they did and the recovery agent made a mistake. As a result, they sent the wrong size vehicle to recover it. And, they had to order another recovery vehicle. This arrived and the campervan was towed to a local repairer. It arrived, along with Miss A and Mr C, at approximately 21.15 and they were left outside and stayed the night in the campervan. Mr C has said there was a sign on the gate of the repair garage saying people could call for emergencies up to 20.00. The next day was a Sunday and the garage was closed. So – understandably bearing in mind where it had been left - Miss A and Mr C decided to stay in the campervan. Unfortunately, the location was near to a large football ground and there was a match on the Sunday. Mr C has said the crowd were around or very close to his campervan and it was large and quite intimidating. Also, there was a large police presence. And Miss A and Mr C found this very distressing.

Miss A and Mr C had to wait until late on the Monday for their campervan to be repaired, as the repairer needed to complete scheduled jobs before doing it. Mr C has said it took about 35 minutes to complete the repair and the garage manager told him that if it had been with them before 20.00 on the Saturday they'd have repaired it that evening, as the repair was quite simple. Mr C has explained that as a result of having to wait until the Monday evening to have his campervan repaired, he and Miss A missed an 80th birthday party they were due to attend. Mr C has also explained that it spoilt their trip, which was his first one in the campervan after recovering from a serious illness.

Mr C complained to RAC. It suggested that it couldn't verify Mr C's location when he called it and he didn't give the call handler the chance to ask normal questions. It went on to say that the police had decided to arrange recovery of the campervan and it was not responsible for the service provided as a result of their intervention. It apologised that Mr C didn't get a call back at one point, despite requesting one, and offered him £75 in compensation for the

distress and inconvenience he'd experienced.

Mr C asked us to consider his and Miss A's complaint. One of our investigators did this. She said what RAC had offered in compensation was fair. Mr C wasn't happy with the investigator's view and asked for an ombudsman's decision.

Having reviewed the complaint, I obtained recordings of the calls Mr C made to RAC on the day he broke down. I also established that under normal circumstances RAC would have arranged recovery of Miss A and Mr C's campervan in the country they were travelling in at the time. I then spoke with Mr C to check the sequence of events and timings set out above.

I issued a provisional decision on 17 June 2024 in which I set out what I'd provisionally decided and why as follows:

*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've provisionally decided to uphold it and award a considerable amount of compensation for the distress and inconvenience Mr C and Miss A experienced as a result of what I consider to be the very poor level of service provided by RAC.*

*Having listened to a recording of the first call Mr C made to RAC after he broke down it is clear from this that the handling agent provided a very poor level of service. Mr C told him the campervan was in a dangerous position and it was clear from what he was saying that Mr C was very distressed and concerned. But the handling agent seemed more concerned about obtaining information about Mr C's location that he shouldn't have needed, than using the information he'd been provided with to organise the recovery of Mr C's vehicle as quickly as possible. And at one point the agent suggested to Mr C that he should return to his vehicle to check the GPS position on the satellite navigation system, which was totally inappropriate and would have put Mr C in danger. RAC has admitted that all the agent needed was the number of the motorway Mr C was on, the kilometre reading and the direction Mr C was travelling in. But, despite Mr C providing all these things, the agent kept asking Mr C for more information on his location and he seems to have been totally unaware of the procedure he was meant to be following. RAC has admitted this was probably because the call handler was a 'seasonal' staff member and lacked experience.*

*While I appreciate the police were already in attendance at the time Mr C first spoke with RAC, it is clear from what Mr C has said and what the police officer was saying, that if the agent had simply done his job properly and arranged recovery, the recovery agent would have got to Mr C sooner. In addition, because the RAC would have been aware of the size and weight of Mr C's vehicle, the agent should and would most likely have ensured the agent who attended was in a suitable vehicle to tow Miss A and Mr C's campervan away. Mr C has said the police told him it is likely RAC would have called the same recovery agent as them. The one the police called arrived about 25 minutes after the police called them. Therefore, I think if the RAC agent had done his job properly, a recovery agent with the correct vehicle to tow Miss A and Mr C's campervan would have arrived by 16.30 at the latest. It would have taken about 30 minutes for the agent to prepare the campervan for towing, according to Mr C. This means it is likely he, Miss A and the vehicle would have left the motorway around 17.00 and been at the repairing garage by 17.30 at the latest. Mr C has explained that the garage had a notice up saying people could call for emergencies up until 20.00. And the garage manager told Mr C that if he'd done this on the day he broke down around 17.30/18.00, they'd most likely of repaired the campervan that evening. And he and Miss A have been back on the road.*

*All this makes it clear to me that the poor service provided by RAC led directly to Miss A and*

*Mr C being stuck on the motorway with their vehicle in a dangerous position much longer than should have been the case. They then also both had to endure a Saturday night and Sunday outside a garage in an industrial area. And they had the added distress of being caught up in the middle of a large football crowd with a major police presence. All this would most likely have been avoided if RAC's agent had done his job properly.*

*The distress and frustration Mr C experienced when he was speaking with RAC; especially with the first agent, was clearly extreme. And the fear for both him and Miss A of feeling abandoned on the side of a motorway with their vehicle stuck in a dangerous position would also have been extreme. In addition to this, they had what must have been an extremely distressing and frustrating period outside the garage. And had the upset of missing an 80th birthday party they were meant to attend. All this on the first trip in their campervan after Mr C's serious illness.*

*I would class what Miss A and Mr C experienced as considerable distress, upset and worry and significant inconvenience and disruption. And, although the impact was fairly short term so far as the experience itself was concerned, it has clearly been longer term so far as the psychological effect on Mr C and Miss A is concerned. I think it would have been slightly worse for Mr C, as he was the one who spoke with RAC and endured the poor level of service the first agent he spoke to provided. So, I think Mr C should receive £600 in compensation and Miss A should receive £400 for distress and inconvenience. This means I think they should receive £1,000 in total as compensation for the distress and inconvenience they experienced as a result of RAC's failings.*

*I also consider RAC needs to cover the transaction fee Mr C had to pay on his credit card when he paid for the recovery agent the police arranged. This is because it wouldn't have been necessary for Mr C to pay this if RAC's agent had arranged recovery as he should have done. I think Mr C has already provided evidence of this to RAC, but if he hasn't he should do so. RAC should also pay interest on this amount at 8% per annum simple to compensate Mr C for being with the funds he used to pay it when he paid his credit card bill.*

### **My provisional decision**

*For the reasons set out above, I have provisionally decided to uphold Miss A and Mr C's complaint about RAC Insurance Limited and make it do the following:*

- *Pay Miss A and Mr C £1,000 in compensation for distress and inconvenience. RAC can deduct the £75 it offered if it has already paid this.*
- *Reimburse the transaction fee Mr C paid on his credit card when he paid for the recovery agent arranged by the police, plus interest at 8% per annum simple from the date he paid it to the date of payment.*

I gave both parties until 1 July 2024 to provide further comments or evidence in response to my provisional decision. RAC has said it has no further comments or evidence to provide. Miss A and Mr D have also essentially said they have no further evidence or comments to provide on the merits of their complaint.

### **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.

As neither party has provided further comments and evidence I see no reason to depart from what I set out as the fair and reasonable outcome to Miss A and Mr C's complaint in my provisional decision.

## **Putting things right**

For the reasons set out in my provisional decision, I have decided to uphold Miss A and Mr C's complaint about RAC Insurance Limited and make it do the following:

- Pay Miss A and Mr C £1,000 in compensation for distress and inconvenience. RAC can deduct the £75 it offered if it has already paid this. RAC must pay the compensation within 28 days of the date on which we tell it Miss A and Mr C accept my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.\*
- Reimburse the transaction fee Mr C paid on his credit card when he paid for the recovery agent arranged by the police, plus interest at 8% per annum simple from the date he paid it to the date of payment.\*

\* RAC must tell Miss A and Mr C if it has made a deduction for income tax. And, if it has, how much it's taken off. It must also provide a tax deduction certificate for Miss A and Mr C if asked to do so. This will allow Miss A and Mr C to reclaim the tax from His Majesty's Revenue & Customs (HMRC) if appropriate.

## **My final decision**

I uphold Miss A and Mr C's complaint about RAC Insurance Limited and order it to do what I've set out above in the 'Putting things right' section.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A and Mr C to accept or reject my decision before 25 July 2024.

Robert Short  
**Ombudsman**