

## **The complaint**

Mr F complains about RAC Insurance Limited ("RAC") and their decision to decline the claim he made on his roadside assistance policy.

Mr F has been represented by his father during the claim and complaint process. For ease of reference, I will refer to any comments made, or actions taken, by his father as if they were made by him throughout the decision, where appropriate.

## **What happened**

The claim and complaint circumstances are well known to both parties. So, I don't intend to list them chronologically in detail. But to summarise, Mr F held a roadside assistance insurance policy, underwritten by RAC, purchased for an additional premium alongside his motor insurance policy. This included European Motoring Assistance.

On 8 May 2024, Mr F travelled to France in the car covered by this policy. And on the same day, while in France, his car broke down. So, he contacted RAC to make a claim. On the initial claim call, Mr F explained he was due to return to the UK at the end of August. And because of this, RAC declined the claim explaining why they didn't think Mr F's trip was covered by the policy, referring to the 90-day maximum limit for a single trip. But they arranged for Mr F's car to be recovered to a local garage as a gesture of good will. Mr F was unhappy about this, so he raised a complaint.

Mr F didn't think RAC's decision to decline the claim was a fair one, as he had made the claim on day 1 of his trip and that his intended return date was a flexible one, with him intending to return to the UK before the date he initially provided and shown on his pre-booked ferry ticket. So, he wanted the claim to be upheld and to be compensated for the inconvenience the claim decline caused him, his travel companion and his father.

RAC responded to the complaint and didn't uphold it, explaining why they thought the claim had been declined fairly, based on the terms and conditions of the policy they provided. So, they didn't offer to do anything more. Mr F remained unhappy with this response, so he referred his complaint to us.

While his complaint was with our service, Mr F engaged with the garage who had received his car to settle outstanding storage costs, agreeing that they dispose of his car insured on the policy.

Our investigator looked into the complaint and didn't uphold it. They recognised the impact the claim decline had on Mr F and his father. But they thought RAC's decision to decline the claim was a fair one, based on the information available to them at the time they took the decision, considering the policy terms and conditions. So, while they recognised Mr F did return to the UK within the 90-day time period after the claim had been declined, they didn't recommend RAC do anything more.

Mr F didn't agree, providing several comments explaining why. These included, and are not limited to, his continued reiteration that he did return to the UK within the 90-day time-period.

And that it was unfair to consider this limit, when the claim was made on day 1 of the trip. Mr F continued to reemphasise the impact the decline had on him at the time, with him being left in a foreign country with no access to further travel or accommodation, which resulted in him and his father incurring additional costs, alongside the storage costs the car amassed while it was with the garage it had been recovered to. As Mr F didn't agree, the complaint has been passed 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'm not upholding the complaint for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

First, I want to recognise the impact this complaint has had on Mr F, and those close to him. I don't doubt it would've been upsetting to discover his claim wouldn't be upheld when his car had broken down, leaving him without access to onward travel or alternative assistance, while in a foreign country. And I can understand why this would be made worse considering RAC's reasoning regarding the 90-day time limit, when he's explained it was always his intention to return to the UK earlier than the date he provided on the initial claim call and the date on his pre-booked return ticket.

I also want to thank Mr F for taking the time to provide our service with further information, including a more detailed breakdown of the financial impact the claim decline had, including the storage costs amassed with the garage the car was recovered to.

But for me to say RAC should do something differently, for example overturn their claim decision and compensate Mr F to consider the impact I've detailed above, I must first be satisfied RAC have done something wrong. So, I would need to be satisfied RAC failed to act in line with the terms and conditions of the cover they provided when declining the claim. Or, if they did act within these, I'd need to be satisfied RAC acted unfairly in some other way. In this situation, I don't think that's the case and I'll explain why.

I've carefully reviewed the terms and conditions of the policy RAC underwrote. And these make it clear, under Section E which is the section Mr F was claiming on, that *"The cover under section E is subject to an aggregate overall limit of £2,500 per claim and 3 claims per policy year, limited to 1 claim per trip and is subject to the further limits of cover in respect of each type of cover. Each trip is limited to a maximum of 90 days."*

I think this makes it reasonably clear that Mr F was entitled to make one claim per trip. But crucially, I think it also makes it reasonably clear that to be a qualifying trip, this trip must be limited to a maximum of 90 days.

In this situation, I note it's not in dispute that from the information Mr F provided on the initial claim call and the date shown on the pre-booked return ferry ticket, at the time RAC made their claim decision, Mr F's trip appeared to be intended for longer than the 90-day maximum limit stated within the policy.

Because of this, I'm satisfied RAC acted in line with the terms and conditions of the policy when choosing to decline the claim at the time they did, as I think it was reasonable for them to deduce that the trip Mr F was undertaking wasn't a qualifying one.

But as I've explained above, I've also thought about whether RAC were fair and reasonable to rely on the policy terms and conditions. And when doing so, I've thought carefully about the individual situation of Mr F which includes the timing of his claim.

I recognise the claim Mr F made occurred on day one of his trip and so, I do fully appreciate the argument he's put forward about the fairness of RAC's actions and claim decision. But crucially, I think the policy terms and conditions and their wording make it reasonably clear an insured trip was one that was limited to a maximum of 90 days.

In this situation, at the time RAC chose to decline the claim, I'm not persuaded there was reasonable evidence and information available to them that should have led them to take a different decision, as Mr F's testimony and his return ticket both suggested he intended to stay in France for longer than the 90-day limit.

And despite this, I note RAC still arranged for Mr F's car to be recovered and taken to a local garage as a gesture of goodwill, despite them not being obligated under the terms of the policy to do this.

And when Mr F disputed the claim decline, I note they allowed him the opportunity to provide evidence of his return ferry ticket, which only further supported the notion that Mr F intended to be in France for longer than the 90-day limit to qualify the trip as one that was insured.

So, when considering the above, I'm satisfied the actions RAC took were both fair and reasonable and that they attempted to assist Mr F as best they could under the circumstances. So, I won't be directing them to take any further action.

I understand this isn't the outcome Mr F was hoping for. And I want to reassure him I have considered at length his argument centred around when he did actually return to the UK, which I note was within 90 days of 8 May when his trip began. But this doesn't impact my decision on this occasion, as this action was taken after he had been made aware of the claim decline and its reasoning.

And I must take into consideration the fact that a lack of car may have impacted his ability to travel abroad as he intended and so, potentially influence his decision to return earlier than his pre-booked return. And crucially, this action wasn't taken at the time RAC chose to decline the claim and my decision must focus on the information and evidence that was available to them at that time.

So, while I don't intend to take away from Mr F's lived experience, nor those of his family and his travel companion, and the financial impact that he's suffered because of the claim decline, I'm unable to say RAC have acted unfairly, or that they should do something more.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 21 March 2025.

Josh Haskey  
**Ombudsman**