

The complaint

Mr C and Ms M complain about the level of service provided by RAC Insurance Limited following a claim made on their roadside assistance insurance whilst they were in Europe. They want their trailer repatriated and all costs covered. Ms M is a named driver on Mr C's policy.

What happened

Mr C made a claim when he noticed that the axle of his trailer was damaged whilst they were returning to UK. After some delay, RAC's agent recovered the trailer to a workshop and the axle was bent back into position and welded. Mr C called RAC's agent which told him not to pay until it had checked the price and that a tyre was undamaged.

When the agent called back to say that the trailer had been repaired and the tyre was safe, Mr C was already on his return journey, leaving the trailer behind. Mr C said he had a ferry to catch and needed to be back in UK for medical appointments. He then complained about the service he'd received.

RAC agreed that there had been an initial delay and it hadn't made promised calls back. It offered Mr C £75 compensation for this trouble and upset. It said it wasn't responsible for repatriating the trailer as it had been repaired and was roadworthy before Mr C's return journey. But it offered Mr C, as a gesture of goodwill, £600 towards the repatriation costs and 750 euros towards storage charges accrued after the trailer had been repaired. It said it would also review any other costs Mr C incurred on production of receipts. But Mr C wanted his trailer repatriated and all costs covered.

Our Investigator didn't recommend that the complaint should be upheld. She thought RAC had acted within the policy's terms and conditions when it declined to cover the repatriation and storage costs as the trailer had been repaired and Mr C could then have mitigated any losses. She saw that Mr C was concerned about the tyre's safety, but she thought RAC had reasonably relied on the repairer's assessment that it was safe, though this could have been made clearer to Mr C.

She thought RAC's compensation for the initial delay and poor communication had been fair and reasonable. And she thought its goodwill gesture and offer to consider other costs incurred was fair and reasonable. So she thought RAC needn't do anything further.

Mr C replied asking for an Ombudsman's review, so the complaint has come to me for a final 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.

Mr C has explained that they have had a recent bereavement and asked for more time to provide further information. I was sorry to hear about their loss and I've allowed four weeks for Mr C to provide this information, but he hasn't done so. And I can see no reason to further delay my decision about the complaint.

I can understand that this has been a difficult and frustrating experience for Mr C and Ms M. After their breakdown, they had initial delays and misunderstandings to contend with. And then after repairs had been made to the trailer, Mr C remained unconvinced that it was safe for them to continue their journey. And they needed to be home for medical treatments, so he returned without the trailer. And he now wants RAC to repatriate it and pay for any costs.

As our Investigator explained, our approach in cases like this is to consider whether the insurer's acted in line with the terms and conditions of the policy and fairly and reasonably. The terms and conditions that RAC relied on were:

"If we attend a breakdown in Europe under Section H2 (Roadside assistance in Europe) and the vehicle, or towed vehicle, cannot be repaired before your planned return to the UK, we will arrange and pay for:

- 1. Recovery of the vehicle, or towed vehicle, to a single destination of your choice within the UK; and*
- 2. Storage charges for the vehicle, or towed vehicle, whilst waiting for it to be returned to the UK"*

And:

"We will not take the vehicle, or towed vehicle, back home if:

- a. it is roadworthy"*

I think these terms were sufficiently clear and reasonably brought to Mr C's attention and so it's fair and reasonable for RAC to rely upon them.

Mr C's trailer was recovered to a repairer that was a trailer repair specialist. The repairs were completed, and the trailer was deemed to be roadworthy on the same day as it was recovered and before Mr C's return journey. The garage confirmed this to Mr C. And RAC's agent then confirmed this to Mr C the following day, whilst Mr C was on his return journey.

So I think Mr C was told his trailer was ready for collection before his return journey. And, in keeping with the policy's terms and conditions, RAC wasn't then responsible for its repatriation or storage costs. RAC then reminded Mr C that he needed to collect his trailer. But Mr C didn't do so and so the storage costs accrued. Mr C could then have taken steps to mitigate his losses. So I can't say that RAC is responsible for these costs.

Mr C said he was waiting for RAC to confirm the repair costs and the tyre safety. And I can see that RAC had this information on the morning following the repairs, and it passed this on by text. But Mr C had already started his journey. This was unfortunate, as if RAC could have given Mr C this reassurance earlier he could have felt that it was safe for him to take the trailer home.

RAC has agreed that there were initial delays in the recovery, and it didn't return Mr C's calls as it said it would. And this caused him avoidable frustration and upset. RAC offered Mr C £75 compensation for this. I'm satisfied that's in keeping with our published guidance where errors have caused trouble over a short period. So I think that's fair and reasonable.

And RAC offered, as a gesture of goodwill, to reimburse £600 of Mr C's repatriation costs, on proof of evidence for these. And to contribute 750 euros towards the storage costs. I think that's fair and reasonable in the circumstances as I think RAC's agent's advice had been unclear. Mr C said he'd incurred other costs in his return journey. And RAC has offered to consider evidence of these in keeping with the policy's terms and conditions. I think that's fair and reasonable and I don't require RAC to do anything further.

My final decision

For the reasons 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 C and Ms M to accept or reject my decision before 17 February 2025.

Phillip Berechree
Ombudsman