

The complaint

Ms B complains RAC Insurance Limited (RAC) provided a poor level of service when she made a claim on her roadside assistance policy whilst travelling in Europe.

RAC are the underwriters of this policy i.e. the insurer. Part of this complaint concerns the actions of the intermediary. As RAC have accepted it is accountable for the actions of the intermediary, in my decision, any reference to RAC includes the actions of the intermediary.

There are several parties and representatives of RAC involved throughout the complaint but for the purposes of this complaint I'm only going to refer to RAC.

What happened

On 17 April 2025 Ms B's campervan broke down whilst she was travelling in Europe. RAC's European partner arranged recovery the same day and it was taken to a local garage. A full diagnosis of the issue was advised at a cost of €1,000, of which Mrs B declined.

RAC agreed to repatriate Ms B and her campervan despite not having a diagnosis showing the repairs couldn't be completed before her return date as is required per the terms of her policy. There were some administration concerns in relation to her reported return date that had to be investigated before organising the repatriation.

On 24 April 2025, before RAC had made the arrangements for this, Ms B organised her own repatriation at her own cost. She requested RAC pay her the expenses she had incurred. RAC reimbursed her the amount it would've paid if it had arranged the repatriation. This was less than Ms B's outlay.

Because Ms B was not happy with RAC, she brought the complaint to our service.

Our investigator didn't uphold the complaint. They looked into the case and said they were satisfied RAC applied the terms of the policy correctly. And made exceptions in her favour, such as agreeing to repatriate the campervan without a diagnosis. They agreed the service could have been better coordinated but weren't significant enough to warrant compensation.

As Ms B is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

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.

Ms B's campervan was recovered to a local garage on the day she contacted it, this is in line with the terms and conditions of her policy. Although she wasn't happy with the location she stayed in her campervan overnight and a full diagnosis of the issue took place the next day. Issues were found of which the garage said required the engine to be disassembled. Ms B

didn't authorise the local garage to dismantle the campervan engine and therefore a definite diagnosis of the issue wasn't possible.

I looked at the terms of the policy and it says;

"If the vehicle has a breakdown or is involved in a road traffic collision during a journey in Europe and the RAC establish that the repairs cannot be completed within 12 hours, the RAC will help the driver by making arrangements for the passengers to continue the journey. The driver can choose either:

- 1. Alternative transport; or*
- 2. Additional accommodation expenses."*

After speaking with RAC's European partner, Ms B booked a hotel for 18 April 2025, but it had no further availability. The policy covered her for up to £30 per night. She was unable to find further alternative accommodation for less than £160 due to it being a holiday weekend. It explained that her policy allowed her 14-days of car rental as an alternative to accommodation costs. Although she was unhappy she had to pay for additional insurance for a hire car, she decided to take this option rather than the accommodation allowance because this gave her more freedom and the flexibility to sleep in her campervan.

By offering both options, RAC were within the terms of the policy.

To organise repatriation of her campervan back to the UK RAC firstly checked her eligibility. Due to there being no definite diagnoses of the issue with the campervan, as per the terms of her policy she was not strictly eligible for this. Additionally, I saw there was confusion around her date of return to the UK because when she made a previous roadside recovery claim earlier in the month her return date had been reported as May 2025. She clarified this date was incorrect and her planned return date was 18 March 2025. Despite her not strictly meeting the criteria RAC exceptionally agreed to progress with repatriation in this case.

Ms B said RAC failed to keep her updated on her claim and on 24 April 2025 she organised and paid for travel home for herself and her campervan.

Included in the terms of the policy regarding getting a vehicle home it says;

"Following authorisation by the RAC, it can take up to 14 working days for the vehicle to be delivered back to the UK. At busy times and from some countries it may take longer."

RAC's partner provided details of multiple unsuccessful attempts by its European partner to contact her to keep her updated on progress, so I am not persuaded it failed to contact her. I acknowledge there was confusion between different agents when explaining specifics of exactly what was claimable under the terms of the policy for accommodation, and this could've been better co-ordinated.

Although I recognise Ms B was travelling alone, other than with her pet, and that she would want her campervan and herself to be transported home as soon as possible, the evidence I have seen shows RAC's European partner were taking proactive steps to organise this. I'm not persuaded there were any avoidable delays made by RAC in organising this with its partners.

Ms B asked RAC to pay the costs she had paid out. The total was £3416.89. This included towing fee's, vets fee's, additional insurance, hotel cost, rebooking costs for travel home and missed work. I saw RAC paid her the sum of £1,172 which was £30 for one night accommodation, plus £1,142 for the cost of towing the car back to the UK. The policy doesn't cover her for the additional costs she had requested to be paid so I am unable to tell RAC to pay these. RAC agreed to transport her campervan home despite the circumstances

not meeting the policy criteria. I think its offer of £1,142 was a fair offer of reimbursement in the circumstances of this complaint.

Therefore, I don't uphold Ms B's complaint and don't require RAC to do anything further in this case.

My final decision

For the reasons I have given I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 2 December 2025.

Sally-Ann Harding
Ombudsman