

The complaint

Mrs T complains about the service she received under her European Roadside Assistance policy with RAC Insurance Limited (RAC) when her vehicle broke down while on holiday.

References to RAC in this decision include their agents.

What happened

Mrs T purchased a European Roadside Assistance policy with the RAC, to cover a two-week family holiday in August 2024 at a cost of £106.75. But while on the holiday, her vehicle broke down. She phoned RAC and was told an engineer would attend and check her vehicle at the roadside. But when he arrived, he said he was only a driver and would have to tow the vehicle as he wasn't qualified to check the vehicle. The engineer towed the vehicle to a depot, while Mrs T and her family made their way back to their accommodation to await a call back about what was happening. She told the call handler she was due to depart back to the UK at 7am the following day.

Mrs T was called late morning the following day and advised she could either have the vehicle repaired locally or repatriated to the UK. Mrs T declined the latter as she thought the issue with her vehicle was fixable without the need for the vehicle to be repatriated. She was told repairs would be arranged. However, she didn't hear back so she chased RAC and was told her vehicle wouldn't be looked at until over a week later. But if she could locate a garage locally, RAC would arrange for the vehicle to be towed there, and she would be covered for up to £150 towards the cost of repairs. However, Mrs T was then told this wouldn't be provided as the situation had gone over 24 hours.

Mrs T found a garage to look at her vehicle and they located her vehicle and recovered it back and completed repairs. The garage also said the vehicle had been overfilled with oil, which in turn added time to the repairs. Including the towing charge and the repair of her vehicle, Mrs T paid some £800 but was told RAC wouldn't cover the cost.

Unhappy at what happened and what she considered to be a lack of support RAC provided, she complained to RAC.

In their final response, issued in October 2024, RAC said Mrs T's vehicle was collected and taken to a depot and advised that a garage search would start the following day. A garage was located but couldn't do anything until the second week in September. Unhappy at this, RAC said Mrs T decided to look for an alternative garage. She found one later that day but by that point, towing of the vehicle to the garage found by RAC had already started, so if she wanted the vehicle towed to her garage, she would have to cover the cost. Mrs T organised the towing and was told she would have to cover the cost. RAC were subsequently told the vehicle would be repaired by the end of August.

RAC added that the services offered in Europe differed considerably from those offered in the UK. In Europe, RAC didn't have their own fleet of patrols and relied on local networks of breakdown service providers and garages. Which meant breakdowns in Europe were attended by a local service provider who invariably towed vehicles to either their depot or a

garage for repairs to be authorised by the member (the policyholder) rather than attempting repairs at the roadside. Which was something over which RAC had no control. On the repair delays, RAC's business partner were only intermediaries between the member (policyholder) and any services provided, which were independently owned and so the business partner had no control over the availability of services, delays or the timeframe in which a local garage might work.

RAC added that Mrs T was advised that should she take her vehicle to her own nominated garage, she would be liable for the cost, due to the high cost of towing to the initial garage with which Mrs T was unhappy. Towing her vehicle to the garage she nominated was a non-contractual obligation. However, RAC did accept their communication could have been better and set Mrs T's expectations, so she didn't have to chase for updates. By way of an apology, RAC offered £50 compensation.

Mrs T then complained to this Service. She didn't feel RAC had provided the service she paid for under the policy and she hadn't been supported when her vehicle broke down. She'd had to arrange her repairs, and the episode had cost her £800 (which she wanted RAC to reimburse). It wasn't her fault the engineer couldn't check the vehicle (as the policy stated would happen in the event of a breakdown) nor that the vehicle wasn't inspected on the day (which RAC said meant they weren't liable to contribute towards the cost of repairs). Staff had been rude towards her and RAC had said they weren't responsible (their business partner was responsible). She also felt RAC had dragged out her complaint for months.

Our investigator didn't uphold the complaint, concluding RAC didn't need to take any action. He noted the policy terms provided for one claim in Europe but if the vehicle needed to be repaired at a garage, cover was provided up to £150 in labour if the repairs could be completed the same day. Mrs T's vehicle had been taken to a depot and a garage found to repair the vehicle but couldn't look at the vehicle until the following week. Mrs T elected to have the vehicle towed to her chosen garage but was told it would be at her own cost as the vehicle had already been towed to the garage located by RAC.

The investigator noted the policy terms didn't guarantee an engineer would be able to look at a vehicle or fix a breakdown at the roadside, in which case it could be recovered to a local garage. RAC didn't have control over the actions of the local agent, who recovered the vehicle to a depot and then to a garage, which was within the policy terms and conditions. And while Mrs T had to chase RAC for updates on the location of her vehicle and what was happening, the investigator thought RAC had sought to progress matters. RAC had acknowledged some communication shortcomings and awarded compensation.

On the costs Mrs T had incurred in recovering her vehicle to her chosen garage and subsequent repairs, the investigator thought RAC had provided Mrs T with the correct information and hadn't acted unfairly. They had arranged for the recovery of her vehicle after the breakdown and subsequent towing to the nominated garage, so the costs of Mrs T having the vehicle recovered to her chosen garage wouldn't be covered under the policy. And while the policy provided for cover of £150 for labour charges if the vehicle could be recovered the same day, RAC couldn't reasonably be held responsible for this not happening and they had offered alternatives in terms of repatriation of the vehicle and reimbursement of travel costs.

Mrs T disagreed with the investigator's view and asked that an ombudsman consider the complaint. She said the policy clearly stated a trained mechanic would be despatched to the roadside, but that didn't happen in her case. Had a trained mechanic attended, the issue could have been resolved, but instead the situation was made more difficult and costly. She also found it unacceptable to have to make multiple calls to receive updates. And it should have been made clearer that the services provided overseas would vary. She found the service provided and handling of the situation unprofessional and lacking empathy.

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.

My role here is to decide whether RAC have acted fairly towards Mrs T.

The main issue in Mrs T's complaint is the service RAC provided following her breakdown while on holiday. She's unhappy a trained mechanic wasn't despatched, so couldn't inspect the vehicle or attempt to fix it at the roadside. The vehicle was then towed to a depot and a garage located to look at the vehicle, but not until a week later. Having decided to have her vehicle repaired at a garage she located locally, Mrs T then had to pay a substantial sum to have her vehicle towed there and for the repair to be carried out. But RAC declined to cover the cost, saying the £150 contribution to labour costs only applied if a vehicle could be fixed the same day as the breakdown. Mrs T is also unhappy at having to chase for updates and what she feels was a lack of support and empathy she received from RAC.

When considering the issues, I've noted the underlying aim of the policy is to provide assistance following a breakdown, either to fix the vehicle at the roadside, or to recover it for repair at a garage. Repatriation of the vehicle back to the UK is also an option in certain circumstances (as was offered in this case). It's also the case that the insurer (RAC) will use the services of local agents in the relevant country, as (unlike the UK) they don't operate their own fleet of recovery vehicles. That is what happened in this case when Mrs T's vehicle broke down.

Mrs T is concerned the engineer who attended wasn't a trained mechanic and therefore unable to inspect or attempt to fix her vehicle, contrary to what she says it states in the policy. Given her concern and importance of the policy terms, I've looked at what the relevant section of the policy provides for. Under *Section c – Roadside Assistance in Europe* it states the following:

"If your vehicle breaks down in Europe during a journey, we can help. We'll send a local mechanic of recovery specialist to either:

- 1. Repair the vehicle at the roadside. This could be a permanent or temporary repair, or*
- 2. If we are unable to repair the vehicle at the roadside, we will:*
 - a. Recover the vehicle and passengers to a local garage*
 - b. Pay for an initial fault diagnosis*
 - c. Contribute to garage labour charges*

By agreeing for us to recover your vehicle to a local garage you are authorising us and the garage to do an initial fault diagnosis.

You are covered for roadside assistance. If your vehicle is taken to a garage, we'll also cover you for garage labour up to £150 if repairs can be completed on the same day."

Looking at the wording, while it mentions a local mechanic, this isn't guaranteed as there is an alternative of a recovery specialist. In this case a recovery specialist was despatched, not a trained mechanic. That would have been the decision of the local recovery agent. And in that situation, the vehicle would have to be recovered, in this case to a depot before then being further recovered to a garage (which I think would reasonably be considered to fall

under the policy terms, particularly given the late afternoon timing of the breakdown would have meant garages were likely to be closed by the time the recovery vehicle had arrived and towed the vehicle). So, it wasn't unreasonable for the vehicle to have been taken to a depot, pending identification of a garage (the following day) that could inspect the vehicle and carry out repairs.

The following day, Mrs T found a garage that could look at her vehicle, but by the time she called RAC and they called the recovery service, the vehicle was en route to the garage that could inspect the vehicle (albeit not for a week or so), RAC advised Mrs T she would have to cover the cost of having the vehicle towed to the garage she had located. The new garage arranged for recovery of the vehicle back from the first garage to them and subsequently repaired the vehicle.

I can appreciate Mrs T's frustration, but the RAC met the terms of the policy, to arrange recovery of the vehicle and from there to a garage to inspect and carry out repairs. As the repairs couldn't be carried out within a day (at the garage nominated by Mrs T) the £150 contribution wouldn't apply, so Mrs T would have to cover the cost, again in line with the policy terms.

However, I do think RAC's communication could have been better and Mrs T had to make several calls over the period to establish what was happening. Having her vehicle break down and have it repaired would inherently have been a stressful experience, but the communication issues would have added to her distress and inconvenience. I think RAC did seek to support and assist Mrs T, by offering alternatives for her (and her vehicle) to return home, though I can understand Mrs T preferring to have the vehicle repaired sooner (at the garage she nominated) rather than having to wait longer for the garage appointed by the recovery service to inspect the vehicle. But I can't reasonably hold RAC responsible for that, as they are dependent on the actions of their agents in the country concerned.

Coming back to the issue of distress and inconvenience caused to Mrs T, RAC awarded £50 compensation and considering the circumstances of the case and the published guidelines on awards for distress and inconvenience from this Service, I think that's fair and reasonable. So, I won't be asking RAC to make a further award or take any other action.

My final decision

For the reasons set out above, it's my final decision not to uphold Mrs T's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 24 October 2025.

Paul King
Ombudsman