

The complaint

Mr S is unhappy with the way RAC Insurance Limited (RAC) dealt with a personal injury claim under his motor insurance policy following a road traffic accident.

What happened

Mr S took out a motor insurance policy with RAC in April 2023 following an online quotation and a follow up telephone call. The policy renewed in April 2024. The policy was underwritten by an insurer I'll call A.

In July 2024 Mr S was involved in an accident. He wanted to make a claim for damage to his car and for a personal injury. He contacted RAC. During the call RAC says it registered the motor claim with A and referred Mr S to its panel of solicitors I'll call C, for his personal injury claim, because it said he didn't have legal protection under his motor insurance policy.

Mr S complained to RAC about the way C dealt with his personal injury claim. He says he doesn't think C was pro-active in pursuing his claim. He says he wanted to take the personal injury claim to court and C hasn't assisted him with this.

RAC responded to Mr S's complaint. It said his policy didn't include motor legal protection. It said if Mr S remained unhappy with C's progress of his personal injury claim he could complain directly to them. And that he could refer his complaint to the legal ombudsman if he remained unhappy with C's response. It also said A had taken over the claim and Mr S could contact it directly if he remained dissatisfied.

Our investigator didn't think the complaint should be upheld. She said RAC wasn't responsible for the actions of A or C. She said she had listened to the sales call. She was satisfied Mr S declined the additional products that he had been offered at the time of the sale. She explained if Mr S remained unhappy, he could raise a complaint separately to A and/or C.

Mr S didn't agree, so the complaint has been passed to me for an Ombudsman's 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 it. I understand this will be disappointing for Mr S.

Whilst I've considered everything we've been sent, I'll not be commenting on every argument or piece of evidence submitted. Rather, in line with our role as an informal service, I'll comment on what I consider to be key to the dispute.

I'm aware Mr S is unhappy with how C handled his claim. Under this complaint, I can only consider matters RAC is responsible for. A is responsible for the policy cover and the vehicle claim – so I can't consider those matters as part of this complaint. And C is responsible for

handling the personal injury claim, so I can't consider that here either. RAC is responsible for the sale, and registration of the claim, so that's what I'll consider.

RAC confirmed A has now taken over the personal injury claim from August 2025 and Mr S should now contact it directly if he remains unhappy. Mr S's concerns about his personal injury claim before this time should be raised with C directly.

Mr S says he was led to believe his policy included legal protection. So I've considered whether RAC mis-led Mr S at the time it sold the motor insurance policy.

Mr S obtained a quotation online and called RAC to take out the policy. The sale was non-advised. That means RAC had a duty to provide information that was clear, fair and not misleading, so that Mr S could make an informed decision about whether the policy was right for him. I've listened to the sales call between RAC and Mr S. The adviser asked Mr S if he wished to take out any additional products, including motor legal protection. Mr S confirmed he didn't want to take out any additional products and told the adviser that once he'd received the documents, he would read through them with his son and contact RAC if he had any concerns. I've not seen anything showing further contact was made. I have also looked at the policy document; I'm satisfied it sets out the cover Mr S had taken out. Overall, I'm not persuaded that Mr S was misled at the point of sale.

I've also thought about RAC's actions when Mr S made the personal injury claim. I can see he was referred to C who agreed to consider his claim. From that point on it was C's responsibility to deal with the personal injury claim. It was C's responsibility for progressing the claim. So I can't hold RAC responsible for those issues.

I understand Mr S thinks he wasn't given the option to appoint his own solicitor to deal with the claim. But I can't agree with that, it was his choice to contact RAC about the personal injury claim in the first instance (taking into account the clarity of the policy documents it sent him clearly not including legal expenses cover). And I've not seen anything which, after being put in touch with C, obliged Mr C to continue the claim with it as opposed to any other solicitor of his choosing.

Taking everything into account, I don't think RAC, acted in a way that was unfair or unreasonable in the circumstances of this complaint.

My final decision

For the reasons I've explained above, I don't uphold Mr S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 11 February 2026.

Lorraine Ball
Ombudsman