complaint

Mr O has complained that RAC Insurance Limited have refused to pay for his breakdown in France under the breakdown cover he gets with his bank account.

background

Mr O ran out of fuel while driving on a French motorway. He was unable to contact the RAC, so a garage recovered his vehicle and took it to a local petrol station where he could refuel. They charged him 350 Euros for this. He submitted a claim to RAC for this under his comprehensive breakdown policy as he had European cover. RAC refused to pay his claim because they said that running out of fuel wasn't a breakdown, so it wasn't covered under his policy. Mr O wasn't happy so he brought his complaint to us.

Our adjudicator thought it was clear from the policy wording that it was designed to cover breakdowns which are caused by electrical or mechanical failure. He said, as running out of fuel isn't considered to be a fault with any mechanical or electrical part of the car, it wasn't covered under Mr O's policy. So he didn't uphold the complaint.

Mr O disagrees. He says the mechanics of the car stopped working because of a lack of fuel. The reason for the underlying failure – the lack of fuel – is irrelevant. And - as it isn't one of the exclusions listed in the policy - it is fair and reasonable to assume running out of fuel's covered.

So his complaint has been passed to me to decide.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr O's policy says that European breakdown cover provides assistance in the event of breakdown, road traffic accident, fire or theft of his vehicle. Under 'Words with Special Meaning', it says:

> '*Breakdown' is where your eligible vehicle is inoperative and/or has ceased to function as a whole as a result of a mechanical or electrical failure. A component failure (eg air conditioning failure) in itself does not constitute a breakdown unless it causes your eligible vehicle to cease to function as a whole'.*

I accept that running out of fuel isn't listed as a specific exclusion to the policy. But to decide what's fair and reasonable, I need to read the words of Mr O's policy in line with their normal and usual meaning. I don't think that running out of fuel would ordinarily be thought of as a breakdown, on its usual meaning. And I also don't think running out of fuel would be seen as an electrical or mechanical failure.

From the information I have, there weren't any mechanical problems with Mr O's car as a result of running out of fuel. And once he'd refuelled, he was able to continue his journey. So I don't think it would be fair or reasonable to say that this was a breakdown that is covered under his policy.

my final decision

For these reasons 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 O to accept or reject my decision before 19 February 2016.

Mary Dowell-Jones
ombudsman