

complaint

Mr and Mrs D complain about RAC Insurance Limited's service under a European Breakdown Policy after their motor home broke down in Europe.

background

Mr and Mrs D's motor home broke down in Germany en route to Amsterdam where they were due to catch a ferry back to the UK. As the vehicle could not be driven or repaired at the roadside Mr and Mrs D were taken to a hotel. They requested to be towed to Amsterdam but this was declined by RAC due to the cost, although half the amount was offered to Mr and Mrs D but they declined. Mr and Mrs D also declined RAC's offer to transport them back to the UK ahead of their motor home. Mr and Mrs D were given a hire vehicle but as Mr D was not comfortable driving a left hand drive vehicle they returned it.

The motor home was taken to a local garage to get a diagnosis of the fault but due to a bank holiday the diagnosis and repair were not completed until a couple of days after Mr and Mrs D's scheduled return.

Mr and Mrs D's daughter-in-law went into labour in the UK whilst they were still in Europe and so they missed the birth of their grandchild and this has caused them distress.

Mr and Mrs D were unhappy that RAC did not offer to either pay for the motor home to be transported to Amsterdam or 'repatriated' (returned to the UK). They do not feel that RAC complied with the terms of the breakdown policy.

The adjudicator explained her recommendation that the complaint should not be upheld as she was satisfied that RAC had acted reasonably for the following reasons;

- it covered the cost of taxis
- it paid for overnight accommodation
- it provided a hire vehicle
- it gave Mr and Mrs D £100 compensation

Mr and Mrs D did not agree with the adjudicator's view. They say that the vehicle should have been returned to the UK as it could not be repaired before their scheduled return. They do not accept that RAC's offer to pay half the towing cost to Amsterdam was fair as they were entitled to full repatriation costs. Mr and Mrs D say that things the RAC said were 'gestures of goodwill' were actually rights under the policy.

They say that £100 compensation for missing the birth of their grandchild and all the inconvenience they were put to is incomprehensible.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Mr and Mrs D had various aspects of cover in the event of a breakdown; the relevant ones in this case were;

- roadside assistance up to £500 to try and repair the vehicle at the scene
- if the vehicle could not be repaired then transportation of the vehicle to a nearby garage
- a hire car for 14 days if the vehicle could not be repaired within 12 hours
- repatriation of the vehicle if it could not be repaired before the scheduled return date to the UK
- overnight accommodation costs (but not meals)

The main part of Mr and Mrs D's complaint is that their vehicle should have been repatriated very soon after the breakdown. They say it should have happened once it was discovered there was a German bank holiday weekend and their vehicle would not be repaired until after their scheduled return date. The vehicle broke down on a Friday and the scheduled return day was the following Monday. Given the German bank holiday a garage was not going to be available until the Tuesday so I can accept that the circumstances, on a strict interpretation, met requirements for repatriation;

“repatriation of the vehicle to your home address or your nominated repairer in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, if your vehicle cannot be repaired before the end of your holiday period, subject to the cost of the repatriation not exceeding the market value of your vehicle.”

The term does not mention the time frame within which the return of the vehicle might be made and so it is appropriate in my view to consider that it should be within a 'reasonable' time. What is 'reasonable' depends on the circumstances and it is usual for an insurer to use particular firms experienced in the safe repatriation of vehicles, which necessarily includes a duty not to cause further damage particularly by driving it in an already damaged condition. Arranging this process takes time and I am not of the view that it would have been reasonable to expect RAC to have arranged a repatriation in the extremely short space of time that Mr and Mrs D feel it should have done. This is more so given there was a bank holiday.

Towing the vehicle to the ferry port in Amsterdam would have meant driving the vehicle on to the ferry and off again at the other side. That may well have compromised RAC's duty to safeguard the vehicle without causing damage and so I am not of the view RAC should have been responsible for the full cost of a tow, which was not cover it provided under the policy.

RAC offered to assist Mr and Mrs D in returning to the UK upon learning that the daughter-in-law had gone into labour but Mr and Mrs D declined this. Whilst I appreciate that the situation they found themselves in was frustrating, I do not hold RAC responsible for missing the birth of their grandchild. A vehicle breaking down by its very nature is distressing, especially abroad. I do not believe that the distress Mr and Mrs D experienced was related to the service received by RAC but rather it was by the very fact of the breakdown.

RAC paid for the cost of overnight accommodation, taxis and provided a hire car as it should have done, rather than as a gesture of goodwill. I am satisfied that RAC acted in accordance with the policy terms and therefore I do not make any award of compensation as I am satisfied that its goodwill offer of £100 is a reasonable gesture.

my final decision

My final decision is that I do not uphold this complaint.

Sean Hamilton
ombudsman