

The complaint

Mr S complains that he didn't get assistance from RAC Insurance Limited when he had problems with his motorcycle on holiday in Europe.

What happened

Mr S had a European Breakdown policy with RAC which he'd taken out to cover a trip to Europe on his motorcycle.

He had a puncture on a Saturday whilst he was travelling through Spain. He called RAC for assistance and explained that he needed to be in northern France by the following Tuesday to catch a ferry back to the UK.

RAC said there were no tyre shops open in the area until the Monday. This would have made it difficult if not impossible for Mr S to get to northern France in time for his ferry.

Mr S managed to obtain an emergency puncture repair kit himself and made the journey - close to 1000 miles - on a temporary repair. This made the journey very stressful and uncomfortable for Mr S.

Mr S complained to RAC about their lack of support. They said they'd done everything they could to help him and explained the availability of tyre shops over the weekend in provincial Spain wasn't in their control.

Mr S wasn't happy with this outcome and complained to us. Our investigator looked into it and didn't think RAC had done anything wrong.

Mr S disagreed and asked for a final decision from an ombudsman.

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.

Mr S's policy is essentially in two parts. The main part of the policy sets out what RAC will do if the customer's vehicle has broken down.

The policy defines a breakdown as:

"...an event which stops the vehicle from being driven... but not as a result of a mis-fuel..., flat tyres, or...."

If the vehicle has broken down, the policy says RAC will, amongst other things, repair the vehicle at the roadside or recover it to a garage. And if it can't be repaired within 6 hours, they'll arrange a hire car or alternative transport and/or pay for additional accommodation.

And, in certain circumstances, they'll pay for replacement travel tickets if the customer misses a connection.

Because flat tyres are specifically excluded in the definition of a breakdown, this part of the policy didn't apply to Mr S's circumstances.

The second part of the policy is headed "*Additional Services*". It says very clearly that if the customer's vehicle cannot be driven, in Europe, due to one of a specific list of problems - which includes flat tyres - RAC will recover the vehicle to a local garage.

None of the other assistance RAC offers in the event of a breakdown - alternative transport, accommodation, replacement travel tickets etc - applies in this case, unless the customer has chosen "*Comprehensive Plus*" cover, which Mr S had not.

So, RAC's obligation to Mr S under the terms of the policy was simply to get the vehicle to a local garage.

When Mr S called RAC to report the puncture, they offered to do exactly that. But they also made some enquiries with their local contacts and called Mr S back to say that there were no tyre shops open over the weekend in that area.

At that point, Mr S felt he had no option but to seek his own solution. He did that, managed to obtain an emergency repair kit and completed his journey in time.

Mr S thinks RAC should bear some responsibility for whether repair facilities are available in territories their insurance covers. And he thinks the policy should more explicitly set out what facilities will be available, when and in which territories.

I'm afraid I don't agree that RAC should have responsibility to ensure certain facilities are always available in all countries their policies cover. That will depend on a number of factors completely outside RAC's control. And the fact that some facilities may not be available all day every day in some countries doesn't mean the policy serves no purpose.

I think when the policy is read as a whole, it's clear that what RAC can do for their customer will be dependent to an extent on local circumstances. For example, the policy says that RAC can't guarantee repairs will be immediate or guarantee the garage to which they recover a vehicle will be open at the time.

Indeed, the provisions in the policy for help with onward travel make no sense at all - or to be more precise would be entirely redundant - if RAC were guaranteeing immediate repairs in all countries.

So, to summarise, I think RAC did what the policy terms and conditions required them to do. They were prepared to recover the vehicle to a place where it could be repaired at the first opportunity - when a facility was open. And they were clear with Mr S about how they intended to meet their obligation.

Mr S then went his own way and decided not to take up RAC's offer. That was his prerogative and totally understandable because it best suited his purposes at the time. But it doesn't alter the fact that RAC offered to do what the policy required them to do.

And I don't think Mr S could have been misled about the possibility that repairs might not always be carried out immediately if he'd read the terms of the policy before he bought it.

Taking all of that into account, I don't think RAC have acted unfairly or unreasonably in the way they handled Mr S's contact. And I don't think there's anything unfair or unreasonable in the way the policy works - or in the way RAC set the policy out.

My final decision

For the reasons set out 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 20 February 2020.

Neil Marshall
Ombudsman