

The complaint

Mr B is unhappy that under his AA European Breakdown Cover provided by Acromas Insurance Company Limited he was refused recovery of his motorcycle to the UK and his repatriation.

What happened

Mr B purchased breakdown cover in May 2019 to cover his trip to France by motorcycle. He says he thought he was buying breakdown and accident cover.

Mr B was involved in a road traffic accident whilst in France. Immediately following the accident he rode the motorcycle back to his hotel not realising that there was damage to the bike or that he was seriously injured. He was then taken to hospital for several days. The motorcycle remained in the car park of his hotel.

Mr B telephoned the AA from hospital. He explained what had happened and that he wanted his motorcycle recovered to the UK. He was advised that he should inform his insurers and that they should organise recovery of the bike. Mr B told the AA that his insurers wouldn't assist, and he felt that it was not safe to ride long distance as he wasn't sure about the damage. Mr B says that the AA should have examined his motorcycle to see what damage was caused and whether it was safe to ride.

The AA said that they could not help Mr B as the breakdown assistance only covered damaged vehicles and Mr B's motorcycle could be ridden. They said they had also advised Mr B to contact his insurers to arrange recovery.

As the AA had declined to assist, Mr B made his own arrangements to get himself, his wife and motorcycle back to the UK. The cost of this was £1,940 and Mr B would like this sum refunded to him by the AA.

Our investigator considered the case but did not uphold Mr B's complaint. She felt that the AA were not responsible for recovering the motorcycle. This should have been undertaken by his insurers.

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.

I would like to say at the outset that I do understand that this whole experience must have been very upsetting for Mr B and his wife.

I've looked very carefully at Mr B's breakdown cover documents to see what they say. The terms and conditions booklet says that if the customer has an accident, they must provide the AA with their insurance details. They must also report the accident to their insurers as it is the insurers who will give instructions how to deal with any repair and recovery. If details

of the insurers are not provided, assistance may be refused. This information is also contained in the Insurance Product Information Document sent to Mr B.

I haven't seen that Mr B provided his insurance details to the AA. He was properly advised during his telephone conversations with the AA that he should contact his insurers. I have seen reference to the fact that he did, but also that his insurers would not offer any assistance. I am not aware of the reason for this, but if Mr B thinks this decision was wrong he should take this up with his insurers.

Roadside assistance insurance doesn't usually cover picking up vehicles after road traffic accidents. This is generally the responsibility of motor insurers. I have seen nothing in Mr B's policy documents to persuade me that his particular breakdown cover is any different. In addition, the policy terms and conditions in Section 7 say that the cost of recovery to the UK would only be covered following roadside assistance if repairs could not be completed in time for any planned return home. No roadside assistance was provided to Mr B and no repairs were requested by Mr B in France. Recovery and repatriation costs would also have been excluded under the policy if Mr B was not fit to ride the motorcycle.

The AA also say that the motorcycle was not damaged and therefore not recoverable. Mr B accepts that he told the AA initially that he had ridden the motorcycle after the accident and that there was no significant damage. He has since had the motorcycle repaired in the UK and said he'd been advised that the motorcycle would have been unsafe to ride. The AA were not, however, aware of this at the time and I don't think there was any requirement under the policy for the AA to inspect the motorcycle to see if it was roadworthy. Assistance and repairs are offered at the roadside, but Mr B did not seek assistance at the roadside having ridden his motorcycle back to his hotel.

I do not find that the AA have treated Mr B unfairly. I realise that Mr B will be disappointed with my decision, but I do hope he understands the reasons behind it.

My final decision

For the reasons set out above, I don't uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 4 February 2021.

Elizabeth Middleton
Ombudsman