

## The complaint

Mr M complains about the standard of service RAC Insurance Limited (RAC) provided when his motorcycle broke down in Europe, under his breakdown assistance policy. References to RAC include its contractors and agents.

## What happened

Mr M was driving through Europe in mid-July 2022 when his motorcycle broke down. He called RAC the following day. He says its agent told him that he and his motorcycle would be recovered to the ferry port the next day. From here he would be travelling back to the UK.

Mr M says this didn't happen. His motorcycle was collected but he was left to make his own travel arrangements. He didn't know this until around 10.20am the day he was due to catch the ferry, which he was booked on at 6pm. Mr M says this involved making arrangements to travel across two countries, under time pressure, with no assistance from RAC. Had he known his motorcycle wouldn't be returned with him – Mr M says his travel companions could've taken his motorcycle gear and also given him a lift to the port.

Mr M says his motorcycle gear was packed onto his bike that was taken into storage. As the motorcycle wasn't repatriated until mid-August, this meant he was unable to use his other motorcycles for this period.

In its complaint response RAC says Mr M was told, on the day he first made contact, that the breakdown service was unable to take him and his vehicle together. The business says it listened to the relevant telephone calls. But its agent didn't promise that he and the motorcycle would be delivered to the port together. RAC says its agent advised Mr M to arrange his own onward travel as it would be quicker to do this and that he should claim the money back.

RAC says that once on the ferry Mr M asked for his motorcycle to be repatriated and a taxi was arranged to take him home from the UK port. RAC says its European agents assisted him to the best of its ability. But it offered £50 compensation for a lack of communication in returning calls and providing updates. I can see from RAC's subsequent submission to our service that it says it paid £100 compensation to Mr M for the communication issues.

Mr M didn't agree with RAC's response. He says he was told both he and his motorcycle would be recovered to the ferry port by 6pm the day after he called. He says he had great difficulty getting through to an agent, and when he did was given inaccurate information that a taxi would be too expensive. Mr M says he was later told that he could reclaim up to 250 Euros. He says he experienced further stress when trying to call from the ferry to arrange a taxi when back in the UK.

Mr M says he wasn't told that his V5 document was needed to transport his motorcycle across the border. He had this with him when the breakdown occurred and could've provided it then, avoiding further hassle and delays. Because he remained dissatisfied, he referred his complaint to our service.

Our investigator didn't uphold Mr M's complaint. He says there was no call recording available from when Mr M first contacted RAC's European agent. This was because of time limits imposed by the law in that country. On balance he didn't think there was evidence to support that RAC's agent told Mr M he and his motorbike would be taken to the ferry port.

Our investigator says the service provided by RAC met with the cover provided by Mr M's policy. He thought there was evidence to show the standard of communication from RAC was poor. But he thought its £100 compensation payment fairly acknowledged this point.

Mr M didn't agree and asked for an ombudsman to consider his complaint.

It has been passed to me to decide.

I issued a provisional decision in March 2023 explaining that I was intending to uphold Mr M's complaint. Here's what I said:

*provisional findings*

*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 my intention is to uphold Mr M's complaint. Let me explain.*

*I can see that Mr M has European breakdown cover under his policy with RAC. I've read his policy terms to understand the cover provided. Mr M's motorcycle was recovered to a storage facility and later repatriated to his home in the UK. The terms say this may be what happens if repairs can't be carried out locally or in a reasonable timeframe. I can't see that there is any dispute over this point. So, this isn't something I need to consider further here.*

*Mr M has received payment for the travel costs he incurred when making his own arrangements to get to the ferry port. The policy terms confirm that RAC will pay for repatriation of Mr M and his vehicle, but that separate vehicles may be used for the recovery.*

*Mr M wasn't transported along with his motorcycle. The system records provided say the agent took the motorcycle but not Mr M. The note shows Mr M needed to get to the ferry port by 6pm and there is reference to querying whether a taxi could be organised. A later note says the cost of a taxi would exceed the policy limit. The records indicate Mr M was told to find a taxi to the train station and to get a train to the ferry port. This information was communicated at around midday. The next note says a hire car wouldn't be possible because Mr M's destination was in another country.*

*Mr M doesn't dispute that RAC paid for the travel costs he incurred and arranged for a taxi to take him home once he was in the UK. The policy covers the cost of getting Mr M home. So, although RAC's agent wasn't able to provide transport directly, I do think it treated Mr M fairly here. However, the crux of Mr M's complaint is that he was given inaccurate information, which led to rushed transport arrangements being made. This was stressful and could've been avoided. It also meant that he couldn't return with his motorcycle gear, which he needed in order to use his other bikes back home.*

*In its complaint response RAC says it listened to the relevant calls and determined Mr M wasn't told his motorcycle would be delivered to the port with him. We asked for a copy of the calls RAC had listened to. It provided some calls, but not the first call when Mr M says this discussion took place. RAC says it can't now provide this call due to legislation on how long this information can be held. I note Mr M's concern that RAC refers to a different country's legislation, not the country he broke down in.*

*It's disappointing that RAC didn't retain a copy of all the call recordings it listened to. In the absence of this, I must consider the remaining evidence and both party's testimony of what happened.*

*Mr M says he could've arranged a lift home and had his motorcycle gear taken back to the UK. He says this is what he'd have done if he'd known he'd have to make his own way home and that he wouldn't be repatriated along with his motorcycle.*

*From the notes there is no information about Mr M's onward journey until a taxi is mentioned after his motorcycle was collected. I think Mr M makes a fair point that it's unlikely that he left all his travel arrangements to the last minute. This meant travelling through two countries in order to get to the port for 6pm to catch the ferry he was booked on. No arrangements were made prior to the motorcycle being collected around 10.20am that day. I don't think a reasonable person would leave these arrangements so late. I think this reasonably supports Mr M's recollection of what he was told by RAC's agent.*

*I note RAC's reference to vehicles that have broken down not being allowed on the ferry. Mr M disputes this. He says this relates to cars and vans, not motorcycles that can be wheeled on and off the ferry. I haven't seen information to determine whether Mr M could've wheeled his motorcycle onto the ferry or not. But this is a moot point. Mr M decided not to accept a lift and arrange transport of his motorcycle gear, based on information provided by RAC's agent. On balance I'm more persuaded by Mr M's testimony than he was told he would be transported along with his motorcycle. This wasn't correct and resulted in considerable distress and inconvenience.*

*I've also thought about Mr M's comments that he wasn't able to ride his other motorcycles as his helmet and other gear was in storage/transit. RAC's policy terms say when repatriation is authorised it normally takes 10 to 14 days for delivery. Although it also says at busy times it may take longer.*

*In Mr M's case it took over 30 days for his motorcycle to be repatriated. So, over twice as long as RAC says it expects it to take. I can't see that RAC has provided a specific reason why the repatriation took so long in this case.*

*I've considered Mr M's comments that getting through to RAC's agents took a long time, and return calls weren't made. Experiencing a vehicle breakdown in a foreign country must be stressful. Based on what I've read, this was made worse in Mr M's case because of the difficulty getting in contact with RAC's agents, and its lack of communication with him. I note RAC acknowledges this failure in its complaint response.*

*Having considered all of this I don't think RAC, and its agents, treated Mr M fairly when handling his breakdown claim. This has caused him significant stress and inconvenience. I agree with RAC that a compensation payment is appropriate. But I think this should be higher than its offer. For the reasons I've set out in my decision I think RAC should pay Mr M a total of £300 compensation for the distress and inconvenience it caused him.*

*I said I was intending to uphold Mr M's complaint and RAC should pay him a total of £300 compensation.*

*I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.*

*Mr M responded to say he accepted my provisional decision. He commented that RAC hasn't paid any compensation to him so far.*

RAC didn't respond with any further comments or information for me to consider.

### **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 acknowledge Mr M's comments that RAC is yet to pay any compensation to him. My provisional decision was for it to pay £300 in total. So, if no payment has been made to date, RAC will need to make a payment of the full amount.

As neither party has made further submissions or evidence for me to consider that impacts on my decision, I see no reason to change my provisional findings.

So, my final decision is the same as my provisional decision and for the same reasons.

### **My final decision**

My final decision is that I uphold this complaint. RAC Insurance Limited should:

- pay Mr M a total of £300 in compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 30 May 2023.

Mike Waldron  
**Ombudsman**