

The complaint

Ms D is unhappy with how RAC Insurance Limited dealt with her roadside assistance claim after she suffered a puncture.

What happened

Ms D held an RAC roadside assistance policy that included 'Tyre Replace' cover.

In April 2024, Ms D suffered a punctured tyre. RAC attended, ordered a replacement tyre, and booked Ms D to have this fitted the following day. That afternoon, Ms D learned that the tyre wasn't going to be like-for-like. She contacted RAC several times to make sure RAC ordered the correct tyre, in time for the booking the following day. Ms D says RAC provided poor service and didn't help her in time.

RAC offered for Ms D to buy the tyre herself and it would reimburse her. She did so, through RAC, but the repair had to be carried out a day later. Ms D says this delay meant she missed a journey to see an unwell friend. Ms D says she experienced further difficulty obtaining the refund that RAC had promised. She says she raised a complaint, but this wasn't logged.

After some further calls and emails, RAC processed the refund and issued its final response confirming the same. It said to allow 10 working days for the refund.

Ms D didn't think she'd been treated fairly, so she referred the matter to the Financial Ombudsman.

Our investigator looked into the complaint and thought it should be upheld. She thought RAC had provided poor service and should pay Ms D £100 to recognise this.

RAC accepted our investigator's findings. Ms D didn't agree. She said her unwell friend had since passed away. She felt RAC had deprived her of precious time with her late friend and she provided a case study from our website that she thought was similar to her situation. She asked us to award her £600 of compensation.

Our investigator didn't think this was a fair amount, so the matter was passed to me to make a decision. I issued a provisional decision because I was intending to award compensation to Ms D. In it, I said:

"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, I'm intending to uphold the complaint and award more compensation. I've focused my comments on what I think is most relevant. If I haven't commented on a specific point, it's because I don't believe it affects what I consider to be the right outcome.

RAC has accepted our investigator's view, so it has accepted it got things wrong. The crux of the matter now is how much compensation RAC needs to pay to recognise the distress and inconvenience it has caused.

Ms D has described in detail what happened in her calls with RAC, when these were, who she spoke to, and what she remembers. Her call logs match this. RAC has only provided one call recording from late April. In this call, the agent mentioned at least one previous call and Ms D said she'd had to make "15 or 16 calls" to try to sort things out, and the agent fully agreed. So, I'm satisfied the earlier calls most likely took place and I think it's fair for me to accept Ms D's testimony.

Ms D has described her calls being dropped, being passed to different departments, being promised callbacks that didn't happen, being told a complaint was logged when it wasn't, receiving confusing and contradictory information, and her emails not being responded to. She also said RAC gave her timescales for when she'd receive her refund, but these weren't correct. I think all this would have been frustrating and inconvenient.

Ms D has also said the delay in repair meant she couldn't complete a scheduled journey to visit a friend who was unwell and due to undergo surgery. I think being unable to complete this journey on the scheduled day would have been disappointing and upsetting.

In considering the right amount of compensation that RAC needs to pay, I've kept in mind that much of the distress and inconvenience Ms D suffered happened over a short period of time. Ms D's tyre was replaced one day later than it should've been. Most of her contact with RAC was over two days, followed by some additional contact regarding the refund.

Considering all of this, I don't think £100 is enough. I think a total of £250 is a fair and reasonable amount for RAC to pay. I'm satisfied that this recognises the frustration, inconvenience and upset caused, keeping in mind the relevant period of time. So, this is what I intend to award to Ms D.

I was very sorry to read that Ms D's friend has since passed away. I've considered what Ms D has said about this, and why she feels RAC has deprived her of precious time with her late friend. Ms D has equated her circumstances to a case study on our website where we awarded £600 for an insurer losing a consumer's mobile phone containing precious honeymoon photos.

I should explain that we decide each case on its merits. It's for me to determine what's fair and reasonable only in the circumstances of this complaint. While Ms D has my sincere condolences for the loss of her friend, I don't think it would be fair for me to hold RAC responsible for depriving her of precious time with her friend. I say this because I'm not persuaded that the one-day delay meant that Ms D couldn't reasonably see her friend the day after, or on another day. I don't think this is the same as an insurer losing precious photos that could never be recovered.

Ms D has chosen not to share further details about the scheduled journey or the passing of her friend. I understand this must be very painful for her to talk about. But, based on what she has said, it sounds like her friend passed away several months after RAC's involvement. I think it's fair for me to hold RAC responsible for Ms D being unable to travel on the scheduled day. I don't think it's fair for me to hold RAC responsible for more than that."

Responses

Ms D said that if RAC accepts my provisional decision then she would as well.

RAC did not respond.

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.

As the parties haven't provided any further comments or evidence for me to consider, I see no reason to change the findings I reached in my provisional decision.

I've reviewed the complaint again and my opinion hasn't changed. So, the findings of my provisional decision are now the findings of this, my final decision.

Putting things right

RAC has failed to treat Ms D fairly and reasonably. To resolve the matter, I direct RAC to pay Ms D a total of £250 for distress and inconvenience.

My final decision

For the reasons I've given, I uphold Ms D's complaint about RAC Insurance Limited and direct it to do as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms D to accept or reject my decision before 14 January 2025.

Chris Woolaway
Ombudsman