

complaint

Mr M is unhappy with the service he received from Acromas Insurance Company Limited (the AA) following his breakdown abroad.

background

Mr M went on a motor biking holiday, but unfortunately broke down while abroad. He contacted the AA and was advised that someone would come to collect him and take him to a garage. Mr M was not happy with the garage, which was closed, and requested that his motorcycle was taken to a specialist garage. The nearest was some 2-3 hours away.

Mr M believed this to be the most practical option as he believed the repair was relatively simple, but a non-specialist garage would have to order the part in especially, which could delay matters further. Numerous phone calls were exchanged and it was eventually decided that the best course of action was to store Mr M's vehicle overnight, for Mr M to stay in a hotel and then continue his journey the following day with a hire vehicle. It was also deemed necessary to repatriate Mr M's vehicle, as repairs could not have been completed before his planned return home.

When Mr M returned home he made a complaint to the AA about the service he had received. His motorbike was returned to the UK, but had some damage to it that was not present when Mr M left it. Mr M believed that it had been damaged in transit and the cost to repair the vehicle was quoted at over £1,800. Mr M believed that the AA should be held responsible for this and so made a further complaint regarding this issue.

The AA argued that it had covered the costs of Mr M's hire vehicle and the repatriation of his motor cycle, as its liability under the policy. The AA also explained that it did not believe that the damage to his vehicle was done by the repatriation of his vehicle and in any event, it could not be held responsible for the actions of any third parties that had been appointed under the policy.

Mr M was still unhappy with this decision and so brought his complaint to this service. The adjudicator recommended that the complaint should be upheld. He believed that the AA, on the whole, gave a reasonable level of service. However, it could have been more proactive in the way it dealt with the breakdown.

He also believed that, on balance, the repatriation company had damaged Mr M's vehicle and the AA should be held responsible for this. The AA did not agree with the adjudicator's opinion and the case has therefore been passed to me for a final decision.

my findings

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

With regards to the issue of the customer service Mr M received, I do not believe that the AA can reasonably be held responsible for all of the problems Mr M has experienced. Mr M's main concern was that his motor cycle was not taken to a specialist garage for the repair. He feels that had this been done, he would have been able to continue his holiday. Having reviewed the documents I can see that the option of going to the garage was looked into by the AA, but the garage could not guarantee that the repair would be completed by Mr M's planned return home. Accordingly, the decision was made to repatriate Mr M's motorcycle.

I consider this to have been a reasonable decision. I am satisfied that the AA did its best in all of the circumstances, but was limited by the local availability of services. However, it made the best decisions it could, in order to cause the least inconvenience to Mr M.

However, I do agree with the adjudicator in relation to the hotel stay Mr M had to pay for. The AA made the decision to repatriate the bike (according to its telephone notes) at 17:57 on the day Mr M broke down. Due to communication issues between the AA and its Spanish agent, no hire vehicle was arranged for Mr M that day and by the time this was realised by the AA, the hire agency had closed. Had the appropriate action been taken at the time, a hire car would have been arranged for Mr M and he would not have had to stay in the hotel overnight. I feel he had no option but to do so, and the AA should be held responsible for this.

As regards the damage following repatriation, the AA has raised two arguments. First, it does not believe that the damage did occur during repatriation and second, that it cannot be held responsible for the actions of third parties.

The AA has provided a copy of the 'check sheet' signed by Mr M when he handed his vehicle over to the repatriation agent. This sheet clearly shows damage in the areas that Mr M is claiming for. However, Mr M has also produced his copy of this document which shows that there is no damage to his bike (which was separate from the cause of the break down). I am unable to speculate as to what has actually happened, but – on balance – it seems to me that the damage was caused during the repatriation.

Although I accept that the policy contains a term which states that the AA does not accept responsibility for the acts of any third parties, I do not believe it is fair to apply this term to this situation. The policy is one of European Assistance which includes the option of repatriation. The policy is not one for repair and so I do not believe it is reasonable to hold the AA responsible for any issues that are experienced as a result of a repairing garage. However, any issues that are experienced as a result of a third party that has been instructed to carry out a part of the policy (as in this case repatriation) can, and should, be held against the AA.

I also agree with the adjudicator that the matter caused Mr M unnecessary inconvenience, further to the inconvenience of breaking down abroad (for which the AA was of course not responsible). I consider £250 compensation is appropriate to address this.

my final decision

For the reasons given above, my final decision is that I uphold this complaint. I require Acromas Insurance Company Limited to:

- pay for the damage to Mr M's motor cycle (as a result of the repatriation), adding 8% simple interest from the date Mr M had the repair carried out (if indeed he has already done so), to the date of settlement;
- reimburse Mr M for his hotel stay, adding 8% simple interest from the date this expense was incurred to the date of settlement; and
- pay Mr M £250 compensation for the inconvenience he has experienced.

Elspeth Wood
ombudsman