

The complaint

Mr G has complained about RAC Insurance Limited. He isn't happy that it declined his claim under his Legal Care Plus insurance policy.

What happened

Mr G's car broke down in 2019 and his car was recovered to a garage for repair. The repair of his car took a long time and before it was returned to him the car was taken from the repairing garage without Mr G's consent. But when Mr G approached the RAC about this it turned down his claim. It explained that Mr G's policy only came into force the year after he took his car in for repair, so it wasn't covered under the policy. And as Mr G remained unhappy about this he complained to the RAC and then this Service.

Our investigator looked into things for Mr G and made a number of enquiries with the RAC but ultimately she didn't think it had done anything wrong. Although she sympathised with the difficult position Mr G had found himself in she thought it was clear that the policy was taken out after the initial event (the date Mr G's car went in for repair in 2019). And she thought Mr G would've had to have the policy in place before he instructed the garage to repair his car to be able to make a claim under the policy.

As Mr G didn't agree the matter has been passed to me for review.

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 have a lot of sympathy for the position Mr G has found himself after his car was taken from his garage when it had been in for repair for a number of years. But I don't think RAC has done anything wrong, so I won't be upholding this complaint. I know this will come as a disappointment to Mr G, but I'll explain why.

I know Mr G has raised a few wider points in relation to the policy. But I've focussed on the key issue here which is whether RAC acted fairly in not considering his claim as his policy only commenced after the chain of events started.

Mr G had problems with his car and took his car for repair in 2019 and so Mr G would have to have a policy in place at this point in time to raise a claim under the policy. And it is accepted by both parties that Mr G's policy only commenced the following year (2020) so it is clear there wasn't a policy in place at the beginning of the chain of events that led to his car being taken (when he took his car in for repair in 2019).

I know Mr G feels that his claim should be looked into as his car was taken without his consent in 2022 when he did have a policy in place but that isn't how the policy works. As outlined in the policy for Mr G to be able to claim under the '*Motor vehicle consumer disputes*' part of the policy it clearly outlines what is covered. It says '*If you enter into an*

agreement during the policy period and within the UK, to buy, sell or hire a motor vehicle, or have it serviced or repaired and wish to claim compensation for breach of that agreement’.

So, despite my natural sympathy for the position Mr G found himself in after his car was taken from his chosen repairing garage without his consent I don’t think RAC has done anything wrong here. Had Mr G’s policy been in place in 2019, when he first took his car in for repair and instructed the repairing garage, then the RAC would have considered his claim as that was when the chain of events started and would have been ‘...*during the policy period*’. But as his policy didn’t start until the following year any ‘...*breach of that agreement*’ didn’t happen during the policy period so there wasn’t any cover in place.

If Mr G has any other insurance in place from around that time or if he had motor insurance in place when his car was taken then he *may* be able to claim under that policy. But his cover with the RAC wasn’t in place when he first took his car in for repair and the chain of events first started so I don’t think the RAC has acted unfairly, and I can’t ask it to step outside the policy terms and conditions.

My final decision

It follows, for the reasons given above, that I’m not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr G to accept or reject my decision before 5 December 2023.

Colin Keegan
Ombudsman