

## **The complaint**

Ms B complains that Bastion Insurance Co. Ltd didn't provide assistance to her when she claimed on her roadside assistance policy.

## **What happened**

Ms B had a flat tyre so called Bastion for assistance. Bastion said that Ms B's policy only provides roadside assistance if Ms B's car had a spare wheel. However, as her car only had an aerosol can, the policy only provided phone support to help her self-administer the aerosol can. Ms B said she had a spare wheel and asked Bastion to assist her.

Bastion said it could come out and assist but Ms B would need to pay the policy excess of £40. They also said as Ms B had originally said she had an aerosol can but was now saying she had a spare wheel, that a £100 fee would apply if recovery was dispatched and it was discovered she didn't have a spare wheel.

Ms B wasn't happy with Bastion and complained. She said she didn't have any way to pay over the phone. Bastion agreed to not change the additional £100 until after it had arrived and checked whether she had a spare wheel but said the policy excess needed to be paid before it could dispatch recovery. As Ms B couldn't pay the policy excess Bastion didn't dispatch a recovery vehicle to assist her. Ms B didn't think this was fair and referred her complaint here. She said it had been a hot day and she had a young child and new-born baby with her. And because Bastion hadn't sent out the roadside assistance, she'd had to arrange alternate assistance and get public transport.

Our investigator reviewed the complaint and recommended it was upheld. He found that while Ms B couldn't pay the excess that Bastion could have made alternate arrangements to enable it to provide assistance. And as assistance hadn't been sent, he recommended Bastion compensate Ms B for what she paid for the alternate assistance and public transport. He also recommended Bastion pay Ms B £150 for the unnecessary distress and inconvenience caused by not providing assistance. Bastion disagreed, it said the policy Ms B had required an excess and as she'd refused to pay it then it hadn't done anything wrong.

As Bastion didn't agree the complaint has come to me to decide.

## **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.

The terms and conditions of Ms B's policy say:

*"In order to raise a claim for a flat tyre, We require that You have on Your possession the following:*

- 1. The locking wheel nut key and,*
- 2. A fully serviceable spare, or space saving, wheel."*

Ms B originally told Bastion that she had an aerosol can but then let them know she had a spare wheel. As Ms B told Bastion she had what was needed to claim for a flat tyre I'm satisfied that it should have provided assistance for the breakdown. However, I've also considered Bastion's point about Ms B's policy having an excess.

The policy Ms B has is one which has an excess of £40 per claim. The terms of Ms B's policy define excess as:

***"Excess means the first part You paid under Your Primary Insurance Policy under the terms of that Policy."***

The policy then refers to excess again under the indemnity limit section where it limits the policy to £2,500 per year, minus the excess of £40 if applicable. As Ms B's policy has an excess of £40, I agree that it's fair and reasonable for Bastion to charge it in the event of a claim. Bastion has said it needs to be paid before roadside assistance is dispatched, but I'm not persuaded that's fair and reasonable in this particular case.

I say that because Bastion hasn't shown which term says the excess has to be paid before assistance is provided. However even if it can, I'm not persuaded it would be fair in this case. I say that because Ms B explained she had no method of making payment, and while I can see the advisor tried to help Ms B by providing some suggestions, I'm satisfied Bastion could have done more. This is because I've also noticed under the renewal section of the policy that the policy automatically renews unless Ms B opts out. For this to happen the policy says it will charge the card used to purchase the policy, or if that fails, Bastion will send a payment link via e-mail to Ms B. From listening to the calls with Bastion I can't see that either of those options were explored. Or even if those weren't available the option to let Ms B pay later when she got home. So, I'm not persuaded Bastion did what was reasonable in the circumstances of this particular case.

As I'm persuaded Bastion could have done more and therefore should have provided assistance, I've looked at how its failure has impacted Ms B. Ms B has shown she paid £54.60 for alternate assistance, along with public transport costs of £16.60. This means she's paid £71.20 that she shouldn't have. However, as Ms B hadn't paid her excess it's fair and reasonable for Bastion to deduct that amount from what Ms B has paid which means she's £31.20 out of pocket. Therefore, to put things right, Bastion should pay Ms B £31.20 to compensate her for the costs she shouldn't have incurred.

I've also considered the unnecessary distress and inconvenience Bastion caused Ms B by not providing roadside assistance. Ms B explained she had a young toddler and a new-born baby with her on a hot day which was stressful as they were thirsty and hungry. She's also had to make additional calls to Bastion and to arrange other assistance. I'm therefore satisfied £150 is a fair and reasonable amount for Bastion to pay Ms B for the unnecessary distress and inconvenience caused.

### **My final decision**

For the reasons explained above, my final decision is that I uphold this complaint. I require Bastion Insurance Co. Ltd to pay Ms B £31.20 for the costs she shouldn't have incurred, plus £150 for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 11 March 2022.

Alex Newman

**Ombudsman**