

## **The complaint**

Mr J complains that Bastion Insurance Co. Ltd took too long to provide assistance when he claimed on his roadside assistance insurance policy.

## **What happened**

Mr J's car broke down, so he called Bastion to claim on his policy. Bastion accepted the claim and said it would send out roadside assistance which would be with Mr J in around 60-90 minutes.

Unfortunately, there was an issue with attending the scene of Mr J's broken-down car and the time to arrive was extended. Mr J called Bastion and was told assistance would be with him soon. After several hours and not knowing when Bastion would arrive, Mr J decided to contact another recovery company. This other recovery company attended the scene and recovered Mr J's car for him. Mr J paid £80 for this recovery and complained to Bastion.

Bastion reviewed the complaint and didn't uphold it. They said that normally recovery is provided within 60-90 minutes but unfortunately in Mr J's case that wasn't possible. They also said the policy doesn't say when recovery will be provided and that the policy also excludes any costs Mr J pays to an alternate recovery provider. Mr J didn't think this was fair and brought his complaint here. He said he'd waited for over six hours and not received assistance. He asked for Bastion to reimburse the £80 he'd paid to the other recovery provider.

Our investigator looked into Mr J's complaint and recommended it was upheld. She found that Mr J had called Bastion at 11:44 but the job wasn't created on their systems until 12:56. So thought Bastion had delayed recovery. She also noticed Mr J had tried chasing Bastion for an update and there was an e-mail sent to them by Mr J at 15:36 requesting an update. And as Bastion hadn't provided assistance or told him what was happening, he'd had no choice but to arrange other recovery. She therefore recommended Bastion pay Mr J the £80 he'd paid for recovery and compensate him £50 for the unnecessary distress and inconvenience cause.

Bastion disagreed. It said verifications checks were needed, and therefore didn't think it had delayed Mr J's claim by as much as our investigator said. They also said if Mr J hadn't used their recovery, and they had attended the scene unnecessarily then Mr J would be liable for a £100 fee, as per the policy terms. However, Bastion said it had attended the scene but due to a battery fault hadn't been able to help Mr J. Bastion said Mr J then became abusive and has Bastion couldn't help they said they left the scene.

Our investigator asked Mr J about this and he disagreed with it. He said as he'd kept being told to wait and didn't know when Bastion would attend so he'd called another recovery company at 15:53. Mr J said they arrived about 16:30 and dropped in him home about 17:30 and that the fault with his car had been a brake switch. Mr J also provided his phone records to show this, the receipt for the £80 he paid for recovery and the receipt for the replacement part he'd bought. Our investigator replied to Bastion to say she was more persuaded by Mr J's version of events and that her recommendation on how to put things right hadn't

changed.

Bastion disagreed and said the call recordings provided show they attended the scene.

As Bastion disagreed 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 of Mr J's policy explain what needs to be done in the event of a claim, but don't provide a timeframe for when assistance will be provided. Within this section of the policy it says:

*"Once We have made all the arrangements We will contact You to advise who will be coming out to You and how long they are expected to take."*

I've looked though to see whether Bastion has done what it's supposed to under the policy and in a fair and reasonable way. It's not in dispute that Mr J was originally told that Bastion should be with him within 60-90 minutes. Unfortunately, though this was not possible, and the estimated time of arrival was changed.

The contact notes Bastion's provided show the "job created" at 12:56. I've considered Bastion's comments about it needing some time to verify the claim before being able to dispatch assistance. However, I've also noted the records show the call as being received at 12:30, whereas Mr J's phone bill shows it as being made at 11:44. I'm therefore persuaded there was a delay in dealing with Mr J's claim.

While the policy doesn't specify a time to provide assistance, it does say Mr J will be made aware of how long they expect to take. Mr J had been told 60-90 minutes. I appreciate that sometimes things change and it's not always possible for Bastion to help within that timeframe. But when that changes, I would expect Bastion to let Mr J know.

I can also see Mr J called up for updates and e-mailed Bastion at 15:36. I've listened to the calls Bastion has provided and Mr J is just told to keep waiting. As it had been over four hours at this point and Mr J didn't know when assistance would arrive, he arranged alternative recovery. I can see the policy excludes this unless agree by Bastion but considering Bastion's poor communication with Mr J and that he wasn't being told when assistance would be provided, even after four hours. I'm satisfied it would be fair and reasonable in the circumstances for Bastion to pay Mr J the £80 he paid for recovery.

I've also considered Bastion's points about them attending the scene but not being able to help due to a battery fault. Bastion hasn't elaborated on why it couldn't help and considering Mr J's car needed recovery it would be reasonable for Bastion to explain why that wasn't possible. I can see Bastion have said Mr J became offensive, but from what Bastion said this is in response to them not providing assistance. So I'm not persuaded that is the reason Bastion didn't recovery Mr J's car.

I'm also not persuaded that Bastion did attend Mr J's car when it broke down. I say this because Bastion said the fault was with the battery. However, Mr J has provided evidence the part which failed was a brake switch. Bastion said the call which shows they were at the scene was at 05:07, I'm not persuaded by this time stamp as it's in the early hours of the morning, so I think it's more likely supposed to be 17:07. But this contradicts what Mr J has

said about being recovered at 16:30 after calling for assistance for another recovery company at 15:53. He's also provided his phone records to evidence when he called. Furthermore, Bastion's internal records show the details of the job being updated at 17:56, which doesn't correspond with the time stamp on the call Bastion provided.

As Mr J's testimony has been consistent and is supported by phone records, receipt and invoices. I'm more persuaded by it and I'm not persuaded Bastion did attend Mr J's broken-down car. I've also considered the point Bastion raised about Mr J's policy terms saying he will be liable for £100 if assistance is dispatched and then cancelled. The term says:

*"In the event that a recovery vehicle is dispatched by Us and You then cancel the request or are either not present at Your Vehicle when the recovery agent arrives at the scene, the vehicle is not accessible or no fault can be identified upon inspection, You will be charged £100"*

However, I'm not persuaded it's fair and reasonable to charge it in this particular case. I say that because Mr J only arranged alternative cover because Bastion had taken longer than they said they would, and he didn't know when recovery would arrive. I'm therefore not persuaded it would be fair and reasonable to charge it.

Taking everything into account I'm satisfied Bastion hasn't acted fairly and reasonably for the reasons provided. They delayed Mr J's claim when it was initially made, to put this right they should pay Mr J £50 for the unnecessary distress and inconvenience caused by delaying his claim and not keeping him updated.

### **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 Mr J the £80 he paid for recovery and £50 for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 13 April 2022.

Alex Newman  
**Ombudsman**