

## **The complaint**

Mr R complains Brightside Insurance Services Limited (Brightside) failed to renew his breakdown cover when his motor insurance policy renewed.

There are several parties and representatives of Brightside involved throughout the complaint but for the purposes of this complaint I'm only going to refer to Brightside.

## **What happened**

Mr R had a motor insurance policy with Brightside and this included breakdown cover.

The policy renewed in November 2021 and the documentation sent to Mr R confirmed the breakdown cover had also renewed.

In February 2022 Mr R contacted the breakdown provider because he had an issue with his van. He was told that his breakdown policy had expired.

As the issue with the van was with the electrics and not the engine, Mr R was able to move it to a secure location.

Mr R contacted Brightside the following day. After looking into the issue it eventually found that there was a technical issue with a new computer system that had prevented data being transmitted to the breakdown provider. This had resulted in the breakdown part of Mr R's policy not being renewed, although it showed on the policy documentation that it was in place.

Brightside reimbursed the cost of the breakdown part of Mr R's cover as a gesture of goodwill. The transfer of data issue between Brightside and the breakdown cover provider was eventually resolved and breakdown cover was organised for Mr R.

As Mr R was not happy with Brightside, he brought the complaint to our service.

Our investigator upheld the complaint. They looked into the case and said although Brightside had refunded the cost of the breakdown they didn't think it had taken into account the time stress and frustration this matter had caused Mr R. They said Brightside should also pay Mr R an additional £100 compensation.

As Mr R is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

## **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.

Mr R had obtained motor insurance through Brightside for a number of years and this automatically renewed each year together with breakdown cover. So I can understand it

must have been a shock when he contacted the breakdown provider to be told he wasn't covered.

In this case Mr R made the call to the breakdown provider at 8pm in the evening. When he was told he did not have breakdown cover he was unable to contact Brightside to try and sort the issue out until the next day when it was open again.

I have seen that when Mr R contacted Brightside the next day it initially confirmed he did have breakdown cover. However after looking into the issue Brightside said that it was aware of a technical issue that had prevented data being transmitted and said it was trying to resolve it as quickly as possible. It accepted this issue meant that Mr R's breakdown cover had not been renewed with the breakdown provider.

Brightside said Mr R had the option to buy breakdown cover when he contacted the breakdown provider and was told he was not covered. It said he would have then been reimbursed for this cost once Brightside had spoken to the breakdown provider to confirm cover.

I do not think Mr R had all the information he needed to make an informed decision when he made the call for the breakdown assistance as he was not aware of the reasons his policy had not been renewed. And I do not think Brightside can assume that Mr R was in a position to pay again for cover that he thought he already had.

Mr R contacted Brightside a number of times to sort out the issue. Brightside offered to refund the cost of the breakdown cover and said he would still have the benefit of the breakdown cover until the expiry date of his motor insurance policy.

Mr R then asked to cancel his motor insurance policy and wanted a full refund. Brightside said it would waive the cancellation fee, but it would not offer a full refund as he had benefitted from cover since November 2021. I do not think a full refund was appropriate in this case.

Brightside refunded the cost of the breakdown cover to Mr R as a gesture of goodwill.

I have considered if the refund of the cost of the cover is fair and reasonable in this case. And although Brightside offered Mr R the benefit of breakdown cover after refunding the cost, I still think it should pay compensation for the distress and inconvenience caused for the following reasons.

Brightside said that Mr R did have cover, when in fact he didn't when he tried to use it. This issue happened due to an error on the part of Brightside because it did not ensure he was covered after taking payment. Mr R had to take time to sort out this issue caused by Brightside and went through a period of time not knowing if he had breakdown cover or not.

As a result of Brightside's error, Mr R did not have breakdown cover when he required it, and because of this, the issue with his van was not dealt with by the breakdown provider as it would have been if cover was in place, causing him stress and inconvenience.

I think £100 compensation is a fair and reasonable amount in this case.

Therefore, for the reasons given above, I uphold Mr R's complaint and require Brightside to pay £100 compensation.

**My final decision**

For the reasons I have given I uphold this complaint.

I require Brightside Insurance Services Limited to pay Mr R £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 27 October 2022.

Sally-Ann Harding  
**Ombudsman**