

The complaint

Mr B complains that Building Block Insurance PCC Ltd didn't provide assistance in line with the terms of his roadside assistance insurance when his car broke down.

Where I refer to Building Block Insurance PCC Ltd this includes its claims handlers and agents acting on its behalf.

What happened

Mr B was driving on a motorway with his partner when the car broke down. His partner called Building Block asking for assistance.

The call handler provided phone numbers for five local garages to call, to see if they could provide recovery for the car. Mr B says they tried all five numbers but only one answered and they didn't have a recovery service.

Mr B's partner called again and was given some more numbers which they tried calling without success. He was able to start the car and drove to the motorway services where they were able to arrange a recovery service to take them home, but had to pay £570 for this.

When Mr B complained Building Block didn't uphold his complaint. It said:

- the call handler provided contact numbers for local garages within the area the vehicle could be recovered to and Mr B was advised to call back once he had arranged a garage;
- the claims handler needs to have a destination before arranging assistance;
- assistance was offered on a paid basis if Mr B wanted recovery to the address he provided but instead he attempted to contact other garages;
- the claims handler provided all options in an attempt to assist.

Mr B referred his complaint to this service and our investigator thought it should be upheld. She asked Building Block to reimburse Mr B the £570 he had spent and pay compensation of £300 for the distress and inconvenience caused.

Mr B has accepted the investigator's view but Building Block has requested an ombudsman's decision.

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 relevant industry rules and guidance say insurers must deal with claims promptly and fairly; provide reasonable guidance to help a policyholder make a claim and appropriate information on its progress; and not unreasonably reject a claim. They should settle claims promptly once settlement terms are agreed.

The policy provides cover for up to 60 minutes roadside assistance and to carry out temporary repairs. If this isn't possible, the car will be taken to a garage.

If repairs can't be carried out the same day, the cover then provides "*Recovery for You, Your Vehicle and up to four passengers to your home address or chosen location...*"

So Mr B could reasonably expect Building Block to send someone to try and repair his car; if that couldn't be done at the roadside, to provide recovery to a garage; and, if it couldn't be repaired that day, take him, his partner and the car back home. None of this happened.

Building Block said home recovery wasn't possible as the car was more than 100 miles away. But there's no specific exclusion about this in the policy so it wasn't fair not to arrange this.

Building Block did offer recovery to a garage but said Mr B had to find one that was available and sent contact details for local garages. I don't think this was reasonable in the circumstances – Mr B was stranded and had low mobile battery. It was also late afternoon and none of the garages he tried to contact was able to assist. The response from Building Block was simply to send numbers for more garages.

Building Block should have arranged for recovery to a garage and, if that wasn't possible or the garage couldn't repair the car, should then have arranged recovery to Mr B's home in line with the policy terms.

I appreciate Building Block has referred to the fact Mr B managed to get the car started again, but I can understand his fear of driving further until it had been checked, since there was likely a good chance of breaking down again.

Mr B has explained the difficult situation he and his partner were in – stranded at the side of the motorway late in the afternoon when the weather was poor and it was getting dark. His partner had health issues, their mobile phone battery was running out and the situation was distressing. The failure to deal with the claim fairly added to their distress in what was already a very worrying situation so it's fair he should be compensated for this, along with reimbursement for costs he should not have had to pay.

My final decision

I uphold the complaint and direct Building Block Insurance PCC Ltd to pay:

- £570 for the cost of recovery (subject to Mr B providing it with proof of payment for his costs) together with simple interest at 8% per year from the date Mr B paid those costs to the date of settlement; and
- £300 compensation for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 14 September 2023.

Peter Whiteley
Ombudsman