

The complaint

Mr M has complained about Bastion Insurance Company Limited. He isn't happy about the way it dealt with a claim under his breakdown insurance policy.

For ease of reading any reference to Bastion includes its agents.

What happened

Mr M called Bastion as he had a flat tyre and wanted to make a claim under the breakdown insurance policy he held with it. Bastion looked into the claim for Mr M but when its agent put the claim through its system he said it wasn't able to provide cover. This was because Bastion believed Mr M's car wasn't taxed (a requirement of the policy) and that he didn't have a car jack. As Mr M wasn't happy about this he complained to Bastion and then this Service.

Our investigator looked into things for Mr M and he upheld the complaint. He was satisfied Mr M had shown his car was taxed at the time and he didn't think Bastion had shown that Mr M didn't have a jack at the time of claim either. Plus, he highlighted that he didn't think its documentation made the exclusion about the requirement to have a jack clear enough. So, he thought Bastion should pay the costs Mr M incurred having to get his car recovered or attended to. And £200 compensation for the stress and inconvenience caused in declining the claim.

As Bastion 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.

Having done so I agree with our investigator that Mr M's complaint should be upheld. I'll explain why.

I know Bastion feels it has acted fairly in declining Mr M's claim as it felt his car wasn't taxed. Bastion says it relied on a government website in checking this but unfortunately the website wasn't up to date when it checked. However, Mr M has provided evidence that his car was taxed at the time of claim, but he had only done this recently, so the website clearly hadn't been updated. I accept Bastion's point that it should be able to rely on the government's website. However, if it is going to decline claims on this basis it needs to ensure it is aware of any potential flaws in any systems it is relying on so that customers, like Mr M in this instance, aren't left stranded when their car is taxed. Ultimately, I'm satisfied Mr M's car was taxed, and he explained this on the phone to Bastion's agent. So, I can't say Bastion acted fairly in turning down Mr M's claim for this reason and it was told on the phone that Mr M had a receipt to prove his car was taxed so it could have easily verified this.

Bastion has also said it didn't send a recovery agent as Mr M didn't have a jack in his car highlighting that it was entitled to rely on a term outlined in the policy. However, I've listened

to the call when the claim was made, and I don't think it was fully established that Mr M didn't have a jack. Mr M's son has since clarified that *'yes my father did have a jack in the vehicle and he struggles with English so had to rely on someone to make the call on his behalf.'* And Mr M was helped by someone when his car broke down and it would appear the language barrier may have contributed to the problems here.

I say this as during the early part of the call, when someone was trying to help Mr M, it wasn't fully established whether Mr M had a jack or not. And I'm sure the attempts to translate on Mr M's behalf contributed to this. However, what troubles me in the call is that the person helping Mr M told Bastion's agent that he would go and physically check if the car, which was parked outside their house, had a jack or not towards the end of the call, but the call taker wouldn't allow this. Given the earlier difficulty in establishing detail through the person translating this is surprising. And it was clear from the call Mr M didn't really know where things were stored in his car and that he was elderly and had a bad knee which was why the kind passer-by was helping him and offered to check if the car had a jack or not which Bastion refused.

Turning to the level of compensation awarded I agree Mr M should be paid £200 compensation. I know Bastion has explained that he wasn't in a vulnerable situation at the side of the road which I accept. But he was sat in the house of a passer-by who had kindly helped him - including pushing his car out of the road - who made it clear he was going to have to go out. So clearly Mr M would have to leave and arrange help himself when he expected his policy to cover this exact type of situation, which must have been stressful, particularly as he was clearly vulnerable and needed help. And all this was avoidable, as Mr M had a genuine claim, and he was left without means of getting home and having to organise a mechanic or recovery agent to attend his car.

Given all of this, I agree that the fair and reasonable thing to do, in the particular circumstances of this case, is for Bastion to pay the costs Mr M's incurred in having a mechanic or recovery agent attend his car (subject to reasonable proof) plus 8% simple interest for the time he's been without the money. It isn't fully clear, from the information before me, if Mr M incurred any costs in having his car recovered although he has provided a receipt for a replacement tyre. But I wouldn't expect Bastion to pay for a replacement tyre as this isn't covered by the policy. This may come as a disappointment to Mr M, but he was always going to have to pay for a replacement tyre and this wasn't covered under the policy. So, I wouldn't expect Bastion to have to pay this.

I'll leave Mr M to advance any costs he incurred in relation to an attending mechanic or recovery driver with Bastion direct. And it should pay £200 by way of compensation.

My final decision

It follows, for the reasons given above, that I'm upholding this complaint. I require Bastion Insurance Company Limited to pay the costs Mr M incurred in having a breakdown mechanic attend his car (subject to reasonable proof) plus 8% simple interest from the date of payment to the date of settlement and £200 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 1 September 2023.

Colin Keegan
Ombudsman