

## **The complaint**

Mrs W has complained about Building Block Insurance PCC Ltd (BBI)'s decision to reject a claim she made under her Roadside Assistance policy.

All reference in my decision to the insurer BBI includes its agents.

## **What happened**

Mrs W bought a roadside assistance policy with the insurer, BBI. In July 2023 her car's steering became stiff and a number of warning lights appeared on the dashboard. Mrs W was close to home, and said she just about managed to steer her car home.

When home, her car wouldn't start and so she contacted her local garage. They advised Mrs W that she would need to arrange for her car to be recovered to them. They told Mrs W it might be a problem with the alternator.

Mrs W called BBI for assistance. It asked Mrs W if the car was accessible – because if it wasn't Mrs W might have to pay an additional fee.

Mrs W said she was parked at an angle in a parking bay and another car was parked on the road opposite which would have made it difficult for access. So she asked a neighbour for help. Her neighbour jump started her car so that it could be driven a few feet to be parked on the road - to make it accessible for the recovery agent. Once the jump leads were removed, Mrs W's car failed to start.

When Mrs W called BBI back to say she had managed to arrange for the car to be moved to make it accessible, it said Mrs W didn't have a claim. As Mrs W had been able to jump start the car, BBI said this meant the car hadn't ceased to function as a result of an electrical or mechanical failure – and so didn't meet the definition of a breakdown under the policy wording.

Mrs W was very unhappy with BBI's reply and so she complained. But it didn't uphold her complaint. So Mrs W asked us to look at her complaint. She said she wanted a refund of the premium she paid for cover. This was £47.24.

Our Investigator recommended the complaint should be upheld. She thought BBI should pay Mrs W £100 compensation for the distress and inconvenience caused.

BBI didn't agree. So the case has been passed 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.

Mrs W's policy with BBI says:

*"If Your Insured Vehicle has Broken Down within the United Kingdom, and is within 1 mile of Your Home We will instruct a Recovery Operator to;*

1. Attend the scene of the Breakdown and where possible carry out a Temporary Repair, and/or,
2. Recover the Vehicle to a suitable garage. The garage maybe chosen by You however must be within a 25 mile radius of the site of the Breakdown.”

BBI defines the term “breakdown” as;

*“the Insured Vehicle has ceased to function as a result of an electrical or mechanical failure, misfuelling, or running out of fuel, including the failure of the Insured Vehicle's battery and, or tyres, but not as a result of accident, fire, flood, theft or act of vandalism Locking within the Insured Vehicle, or Loss of, or Damage to or the failure to operate of any key or device used to secure or gain access to the Vehicle which enables Your Vehicle to be started and driven”*

Mrs W's car wouldn't start once she arrived home and this is why she called BBI. It doesn't provide a definition for 'cease to function' but I think it's reasonable to assume this means the car wouldn't start or operate.

I understand Mrs W's neighbour was able to jump start the car in order to reverse it onto the road from a parking bay – so a very short distance. And Mrs W explained that once the jump leads were removed, the car failed to start. So it wasn't operating without assistance from a neighbour's jump leads.

So based on the circumstances described by Mrs W, I think in line with the policy cover, BBI should have instructed a recovery agent to attend to either carry out a temporary repair and/or recover Mrs W's car to a garage.

I think Mrs W's actions were reasonable. She accepted a neighbour's offer to try and move the car a very short distance, in order to make it accessible for a recovery agent.

I think BBI's decision to decline assistance for Mrs W, once she had been able to move her car with assistance in order to make it accessible, was an unreasonable one.

I agree with the Investigator's recommendations to pay Mrs W £100 compensation for the distress and inconvenience caused by BBI's decision, and which Mrs W accepts.

### **My final decision**

My final decision is that I uphold this complaint. I require Building Block Insurance PCC Ltd to pay Mrs W £100 compensation for the distress and inconvenience caused when it declined to provide roadside assistance.

Building Block Insurance PCC Ltd must pay the compensation within 28 days of the date on which we tell it Mrs W accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 29 March 2024.

Geraldine Newbold  
**Ombudsman**