

The complaint

Mr A has complained about Building Block Insurance PCC Ltd. He isn't happy that it turned down a claim under his breakdown insurance policy after his motorbike broke down.

For ease of reading any reference to Building Block includes the call handlers and agents acting on its behalf.

What happened

Mr A made a claim under his breakdown insurance policy after his bike had broken down and had a flat battery. But Building Block turned down the claim as Mr A had broken down as his battery was flat a few weeks before and a secondary claim for the same, or similar, reason was excluded under the policy if the original problem hadn't been rectified or repaired.

As Mr A wasn't happy about this he complained to Building Block about the declined claim and the service he was provided with at the time. But Building Block reiterated that the second claim wasn't covered so Mr A complained to this Service.

Our investigator looked into things for Mr A but didn't uphold his complaint. Although he sympathised with the position Mr A found himself in he didn't think Building Block had done anything wrong in following the terms and conditions of the policy.

As Mr A wasn't happy about this 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 don't think this complaint should be upheld. I'll explain why.

It must have been frustrating for Mr A to have broken down and for Building Block to decline his claim. I can understand why he called Building Block to attend his bike after it broke down. But his policy is clear that *'Any repair carried out by a Recovery Operator is deemed a Temporary Repair. We therefore insist that the Vehicle is taken to a garage immediately and any permanent repairs are made...'*. And Building Block reserves the right to request evidence of this.

Mr A made a claim in relation to his bike after it had a flat battery and wouldn't start a few weeks before this claim and so when he called again with the same problem Building Block wouldn't attend as he hadn't had the problem fixed or inspected after the first call out. This was because the policy is clear that a secondary attendance for the same problem without repair isn't covered and it is clear Mr A still had the same problem (his battery wasn't charging). And Mr A should have been aware of this from his policy documentation and when his bike was attended to for a similar problem a few weeks before when he was told of this requirement. I can see from the notes that Mr A was sent a text at the time of the first

call out which outlined the need to have evidence of permanent repair and *'Without proof of repair all similar, future requests shall be declined and be on a paid basis until such proof is validated....'*

Given this it was clear from Mr A's policy and was underlined after the initial claim under his breakdown policy that Mr A would've had to have had his bike repaired in relation to the initial problem for any similar claim to be considered. So, I don't think Building Block has acted unfairly in declining his claim.

I've listened to some of the calls Mr A had at the time of the second claim and he clearly outlines he has a similar problem and that his bike battery has gone flat after he had been away for a few weeks since the last call out. So, on balance, I think there was a problem with his battery charging or with the battery which needed to be checked. I know Mr A has said he has done this subsequently and that he has got an MOT for his motorbike since, but he hasn't provided any evidence of a permanent repair or that the problem has been identified and fixed.

Finally, I know Mr A feels the service he was provided with was poor and he was misadvised during the second claim call and that there was delay in getting access to a manager to discuss his second claim. I can understand this, and the service could have been better. But I don't think Building Block needs to do anymore here as it apologised during the calls for any confusion caused and any poor service. And it is clear that Mr A's main complaint is the decline of his claim.

My final decision

It follows, for the reasons given above, that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 15 March 2024.

Colin Keegan
Ombudsman