

The complaint

Miss M complains that Building Block Insurance PCC Ltd ('BBI') didn't help her when she tried to use her vehicle breakdown insurance.

Miss M's policy was sold and is administered by a third party company on BBI's behalf, and all her correspondence has been with this company. However, BBI is the policy underwriter, so her complaint is against BBI. Any reference to BBI in my decision includes the policy administrator.

What happened

Miss M had a vehicle breakdown policy with BBI. In August 2023, her car wouldn't start so she contacted BBI. BBI instructed its recovery agent who was able to jump start the car. In February 2024, Miss M had the same problem and called BBI again. She says BBI refused to provide assistance, leaving her to sort out the problem and cause her to miss an important meeting.

BBI said, in summary:

- Its recovery agent restarted Miss M's car when it had a flat battery in August 2023.
- Under the policy terms, BBI considered this to be a temporary repair.
- The problem in February 2024 was, in BBI's opinion, "*a fault that we have attended previously*".
- Its agent asked Miss M about the August breakdown and found that she hadn't repaired the original cause of the first breakdown – the flat battery.
- Under the policy terms, this meant Miss M wasn't entitled to a free call out.
- Instead, she was offered BBI's paid service.

Miss M was unhappy with this and brought her complaint to this service. She wants BBI to compensate her for having to arrange for a third party to help start her car, as well as the stress and anxiety this caused.

Our investigator didn't recommend that the complaint should be upheld. She found that BBI's response in February 2024 was in line with the policy terms and was reasonable. Miss M didn't accept this, so the case was passed to me to make a final 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.

Miss M says, in summary:

- Her car was in perfect working condition. It passed its MOT in December 2023 and had a full service in January 2024.
- She had a device installed in her car which confirmed no faults, "*except that the*

battery needs to be charged due to the cold weather”.

- A flat battery is common when a car hasn't been used for two weeks.
- Her policy provides unlimited breakdown cover.
- This is the first year she'd needed the battery to be recharged.
- There's nothing in her policy that says she must pay for a jump start or produce receipts.

I'm satisfied that the situation here is covered by Miss M's policy wording:

- Page 4, point 5: *“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. We reserve the right to request evidence of any permanent repairs.”*
- Similarly, a temporary repair is defined on page 7 as: *“a repair undertaken at the roadside by a Recovery Operator that will allow the Vehicle to be driven safely but which will still need additional investigation or work to prevent a further Breakdown.”*
- Page 5, 'Conditions of Your Policy': *“Any subsequent Breakdown for a fault that We have attended previously and where a repair may not have been undertaken to rectify the original cause of Breakdown. In this scenario We may offer the service on a Paid Basis.”*
- The same section goes on to say: *“If You opted for a Paid Basis recovery service and You are subsequently able to provide evidence that the original breakdown cause had been repaired, or it is established that the breakdown cause is unrelated, We will reimburse the cost under the terms of this Policy.”*

In other words, if there's no evidence the first breakdown was fully repaired, the second breakdown isn't covered. Instead, BBI will offer a customer its paid recovery service. If the customer can show the second breakdown was unrelated to the first, it is covered.

There's no dispute that Miss M's car battery was flat both times. That's what Miss M told us, and is supported by both the August 2023 recovery job sheet (*“Fault: Flat battery.... Roadside Repair: Battery boost”*) and BBI's record of Miss M's February 2024 call. So I'm satisfied that the second breakdown was related to the first.

Miss M hasn't shown that she sought a permanent repair for her battery in August 2023. Indeed, she suggests that she doesn't need to. She refers to the MOT and service as evidence that there wasn't a problem.

I don't agree that this is good enough. Put simply, an MOT test checks the battery is secured and isn't leaking. But other than making sure the car starts, the test won't uncover any problems with the battery charge. And there's nothing on the January 2024 service sheet that shows the battery was checked to make sure it was charging properly.

I think it's clear there was a problem with the battery when Miss M's car didn't start in August 2023. I wouldn't expect a properly functioning battery to go dead when the car hasn't been driven for two weeks in the middle of summer. I might reasonably have expected Miss M to have this investigated rather than assume the problem was fixed. Indeed, she told us that her car's monitoring device advised her to recharge the battery.

I note the mileage on the January 2024 service sheet. If correct, this is extremely low for a seven-year-old car. It suggests the car isn't used much and/or is only used for short trips. It's possible this is the cause of the problem – a lack of use can mean the battery doesn't have

enough time to recharge while the car is being used. Miss M may need to use an external charger to keep the battery in working condition. But I'm afraid her policy doesn't allow her to call BBI for help every time it goes flat.

I think BBI's decision to offer Miss M its paid service rather than free breakdown cover in February 2024 was reasonable and in line with the policy terms. It follows that I don't uphold the complaint.

I understand BBI has offered to refund part of Miss M's premium as a gesture of goodwill. I leave it to Miss M to decide whether she wants to accept this, but I won't be asking BBI to do anything more.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 18 December 2024.

Simon Begley
Ombudsman