

The complaint

Mr S complains about the terms of his roadside assistance policy, which is underwritten by Bastion Insurance Company Limited.

What happened

The circumstances of the complaint are known to both parties. So, the following is intended only as a summary. For the sake of simplicity, I have only referred to Mr S and Bastion even where other parties have been involved. Bastion is responsible for the actions of its agents.

Mr S had a roadside assistance policy underwritten by Bastion. In April 2024, he called Bastion and said that he had broken down on the side of the road and needed assistance. Bastion asked if the vehicle was still mobile, could go into gear, and move forward. Mr S confirmed it could go into gear, and move backwards and forwards. Mr S also confirmed that the vehicle was in a “safe-ish location”, that he was not in immediate danger and that he had no disabilities or passengers. Bastion ultimately said that these circumstances were not covered by the policy, as the vehicle was still mobile. But offered to put Mr S in touch with local recovery firms.

Mr S was unhappy with this. During the course of making his complaint, Bastion apparently asked what Mr S wanted from the complaint, and he considers this was an attempt to get him to admit to making a false claim. Bastion offered to waive the cancellation fee that would be chargeable if Mr S wanted to cancel the policy.

Mr S brought his complaint to the Financial Ombudsman Service. However, our Investigator thought that Bastion had acted in line with the terms of the policy, which require a vehicle to be immobile in order for a claim to be made. And that the policy documents made this requirement clear. Our Investigator said that if a call with Bastion during the complaint process was handled inappropriately, Bastion’s offer to waive the cancellation fee was adequate redress for this.

Mr S remained unhappy. He set out three main points:

- Despite any specific policy definition, he was broken down and left in a vulnerable position
- Such an approach from Bastion could leave other customers in a worse situation
- The implication of fraud was unnecessary and abusive.

As our Investigator was unable to resolve the complaint, it has been passed to me for a 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.

Having done so, I am not upholding this complaint. I’ve explained why below.

I do appreciate Mr S's unhappiness with Bastion's decision that the circumstances he found himself in were not covered by the policy. And that he considers the policy does not offer appropriate cover if this is the case.

However, all insurance policies will only cover certain circumstances. Mr S's policy was a roadside assistance – or breakdown – policy. And given he felt that he had broken down, and he needed assistance on the roadside, I can appreciate his position that the policy should step in. But the policy will only apply where a vehicle is not mobile.

The policy contains a number of terms and definitions relevant to this, including that Breakdown means:

“an electrical or mechanical failure which immediately renders the Vehicle immobile.”

And that Immobile means:

“not moving, motionless, incapable of moving and/or being moved. “

These terms were clear within the policy wording. And reference was made to the mobility test within the insurance product information document.

I do think that care needs to be taken to apply such terms fairly and reasonably. I would not, for example, consider a vehicle ought to be considered mobile if it was capable of being towed or pushed. The Breakdown definition requires this immobility to result from a fault. But perhaps a better definition here might involve an element of the mobility being under the vehicle's own power.

Regardless, whilst I note Mr S's concerns for how other customers might be dealt with, my role is to consider the circumstances of his complaint.

When Mr S contacted Bastion he said that the vehicle could still enter gear, and move backwards and forwards. A vehicle that can be driven in such a way would be considered mobile. And it would not be necessary to have it recovered. I appreciate Mr S ultimately decided that it was best that he arrange for the vehicle to be towed. But it isn't clear this was necessary. And it certainly would not have been apparent to Bastion based on the information he gave when he spoke to them.

Mr S also said that he was in a safe-ish location and not in immediate danger. So, whilst I acknowledge it would no doubt be stressful to be in a situation where a driver stops on a main road, such as that Mr S was on, I do not consider Bastion needed to go beyond the requirements of the policy. I also note that it did nonetheless do this by offering to provide details of local recovery firms.

I note that much has been made of whether the vehicle was in limp mode. I don't necessarily consider this to be determinative though. Regardless of the mode it was in, the vehicle does seem to have been drivable. So, whilst it clearly was not performing at its peak level, it would not have met the policy definition of a breakdown. And it follows that it was fair and reasonable for Bastion to conclude these circumstances were not covered by the policy.

This also makes sense for the purposes of a policy such as this. The policy does not cover the cost of permanent repairs. The purpose of the policy is merely to allow a customer to continue their journey, or to transport them to a place where permanent repairs can be arranged by the policyholder. Where it is possible to continue to drive a vehicle, i.e. where that vehicle is mobile, it would not normally be necessary for any assistance to be required to allow the customer to continue their journey or reach a repairer.

So, whilst I note Mr S's concerns over the limits of the policy, I do not consider Bastion was required to do more in the circumstances of his claim.

I have thought about the comments Mr S has referred to regarding the implication of fraud. Whilst we have been provided with a copy of the original claim call, we do not have a recording of the call where this comment was seemingly made. In such circumstances, I need to come to a decision on what I think is more likely than not to have happened.

I do think it is likely that, as part of dealing with a claim from a customer, enquiries will be made as to what the customer would like as a resolution. The complaint form for the Financial Ombudsman Service includes a similar query, asking how the complainant would like the respondent to put things right for them. Knowledge of this can help in trying to then resolve that complaint.

Given the type of call in which this comment was apparently made by Bastion, I think it is most likely that this is what the call handler was seeking to clarify. It is possible that this was not phrased in the way it ought to have been though. And Mr S's feelings about what was being implied are apparent. But overall, I do agree with our Investigator that Bastion's offer to waive the cancellation fees on the policy Mr S was no longer happy with are an appropriate response to this. So, I can't fairly and reasonably ask Bastion to do anything more.

I appreciate Mr S may remain unsatisfied with this outcome to his complaint. But hopefully my decision has reassured him that I have thought carefully about his concerns. And has provided some explanation for why I don't think Bastion acted inappropriately overall.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 8 August 2025.

Sam Thomas
Ombudsman