

## **The complaint**

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

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

## **What happened**

I looked at this case and provided my initial thoughts in my provisional decision as follows;

*Mr S took out a motor breakdown insurance policy with Bastion alongside his motor insurance policy and called to make a claim when he broke down at the side of the road. But Bastion said it needed a copy of the policy documentation in order to proceed with the claim, which Mr S didn't have access to while stranded at the side of the road, so it turned down his claim. As Mr S wasn't happy about this he complained to Bastion and then this Service.*

*Our Investigator looked into things for Mr S and Bastion made an offer to pay Mr S £35 as a gesture of goodwill to cover any inconvenience Mr S faced while we were looking into the complaint. Mr S turned this down as he didn't think that covered the stress and inconvenience he faced and the additional costs he incurred in having his car repaired given the additional drive-on damage he caused. Our Investigator went on to uphold his complaint and he thought Bastion should pay for the additional damage caused, less the policy excess, and pay £200 compensation for the stress and inconvenience caused.*

*As Bastion didn't agree the matter has been passed to me for review.*

## **What I've provisionally 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've formed a different view to our Investigator, and I want to give both sides chance to comment before I finalise my decision. While I agree that the complaint should be upheld and Mr S should be compensated, I'm not persuaded that Bastion should pay the drive-on damage Mr S' vehicle suffered. I'll explain why.*

*Although Bastion wasn't able to verify that Mr S had a policy with them due to problems gaining information from the broker it is clear that Mr S did have a policy. And I don't think he should be held responsible for any difficulties Bastion had in gaining information from the selling agent especially as the policy had been running for some time. I wouldn't expect Mr S to have a copy of the full policy documentation with him, and he has told this Service that he had all the relevant information with him as defined by the policy when he called.*

*The policy says that 'In order to raise a claim with us a claim form will need to be completed over the telephone. To do this we will require the following information:*

- 1. Your Policy Number,*

2. Your vehicles make, model and registration number,
3. The exact location of Your Vehicle including a Post Code,
4. The Nature of Your fault,
5. Telephone number we can contact You on at all times.'

*I note that Bastion has been asked for a copy of the call at the time of claim but hasn't provided this, so I have to go on the information before me. And I'm satisfied, on balance, that Mr S had sufficient information available to make a claim and the policy doesn't say he needs to keep a copy of the documentation with him in order to claim. So, I'm satisfied that Bastion should have attended and left him in a difficult position at the side of the road.*

*Turning to the additional damage caused to Mr S' vehicle I don't feel it would be fair to ask Bastion to pay this. I say this as there is always an onus on a consumer to mitigate their position and although it made sense for Mr S to push his car to the side of the road and into a place of safety. But he could have mitigated his position and paid for a local recovery rather than drive-on causing more damage to his car. Indeed, I know there is some information from the repairing garage to suggest that continuing to drive his car made the damage worse, but I cannot be sure about this. I say this as the garage's information isn't as detailed as I would expect to be in order to show the damage was exacerbated by Mr S driving it and so I'm not persuaded by this.*

*Given all of this I think the fair and reasonable thing to do, in the particular circumstances of this case, is for Bastion to pay Mr S £200 by way of compensation for being left stranded at the side of the road in a difficult position when he clearly had a policy with Bastion. I know Mr S faced other difficulties with Bastion in advancing his claim, but I feel £200 is sufficient here and is in line with awards this Service ordinarily makes. I know Mr S will be disappointed that his repair costs are not being met by Bastion, but I think he should have mitigated his position and not caused additional damage to his car.*

## **Replies**

Mr S replied to the provisional decision while Bastion said it didn't have anything further to add to this case. Mr S said he was agreeable to the position outlined but said he wanted the amount he paid for his insurance policy refunded in addition to this as the service he paid for was refused.

## **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 remain of the view that the complaint should be upheld. I can understand the further points Mr S and his representative have raised. And while I accept Mr S' general point that he wasn't able to use the policy at the time of this claim the policy was in place and could have been used at a later stage for the remainder of the policy period, once this problem had been ironed out. So, I'm not asking Bastion to refund this now.

Given all of this, I remain of the view that the fair and reasonable thing to do, in the particular circumstances of this case, is for Bastion to pay Mr S £200 by way of compensation as he was left stranded at the side of the road in a difficult position when he clearly had a policy with Bastion. I know Mr S faced other difficulties with Bastion in advancing his claim, but I

feel £200 is sufficient here and is in line with awards this Service ordinarily makes. And I feel that Mr S should have mitigated his position so I'm not awarding anything further.

**My final decision**

It follows, for the reasons given above, that I uphold this complaint and I require Bastion Insurance Company Limited to pay Mr S £200 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 11 December 2025.

Colin Keegan  
**Ombudsman**