

The complaint

Mr P complained about Building Block Insurance PCC Ltd's service under his vehicle breakdown insurance policy. I'll refer to them as BBI.

What happened

When Mr P's car wouldn't start he called BBI for a home start. He said that BBI's recovery operator attended, started the car and advised him to leave it running for about 45 minutes to an hour and it would be fine. But when his car wouldn't start again the next day, Mr P called BBI again.

BBI said that it was the same or similar fault as the previous day and Mr P hadn't taken his car to the garage for the underlying issue to be fixed. So they wouldn't re-attend without further payment, in line with Mr P's policy.

Mr P was unhappy. He said that he had to get help elsewhere at his own expense. He thought that BBI failed to properly conduct the repair and advise him, and that the policy was misleading. He wanted BBI to apologise and compensate him. But they said they acted correctly and in line with their policy terms.

The investigator didn't uphold the complaint. He thought BBI had treated Mr P fairly and had done what they needed to do under his policy. Mr P didn't agree and so the complaint was 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.

Mr P said that the policy was misleading and failed to deliver the unlimited callouts promised. I can't comment here on the circumstances of how the policy was sold to Mr P, as that would first require a different complaint, against whoever sold Mr P the policy. What I'm looking at here is whether BBI did what the policy required them to do and whether the policy was clear about what that was.

I've looked at the terms of Mr P's breakdown insurance policy. It's clear that its purpose is to make temporary repairs only. It says on page 12 what is covered, which is that BBI will instruct a recovery operator to attend the scene and where possible carry out a temporary repair. On page 6 it says:

"Any repair carried out by a Recovery Operator is deemed a Temporary Repair. We therefore insist that Vehicle is taken to a garage immediately and any permanent repairs are made. We reserve the right to request evidence of any permanent repairs"

The policy also states on page 19 that their recovery operators are trained and equipped to undertake temporary roadside repairs and are not in a position to comment on the general roadworthiness or safety of a vehicle, before, during or after a breakdown or repair. It also

says that the completion of an emergency repair can't signify or guarantee the roadworthiness of the vehicle concerned, and attention should always be sought from a garage or alternative place of repair.

The policy makes clear in the policy conditions on page 8 that where BBI have attended a previous breakdown in the last 60 days where the fault is in their opinion the same, related, or similar, and where no remedial action has been taken to correct the fault, they'll re-attended on a paid basis only as it would be outside the policy terms. But they will reimburse that cost if the consumer can subsequently provide evidence that the original breakdown cause had been repaired, or it is established that the breakdown cause is unrelated.

After BBI had attended Mr P's car the first time, they sent Mr P a text suggesting he retain receipts. BBI meant by this evidence that the car had been repaired. But Mr P said the text wasn't clear and that they should have said that they wanted him to take his car to a garage. I don't think the text was very clear about what it was referring to, but I don't think that made any difference. This is because I don't think that BBI were required to advise Mr P that he should take his car to a garage.

The above terms are all common terms in this type of policy and are not unusual or unreasonable. They are made clear in the policy and are not in the small print. We expect consumers to read the terms of any policy they take out, as that shows what they have agreed to. The point of such a policy is to get a car moving again so that it can be taken for repair of the underlying issue, not to do a full repair, and the policy is clear about that.

The policy's two-page information document also states under "What is not insured?" that claims relating to a previous fault where a full repair has not been undertaken will only be met on a paid basis. So I think that was also made clear in the policy's associated documents.

Mr P said that he was young and only a learner driver and couldn't be expected to read the policy small print to realise that he needed to have the underlying issue fixed or that BBI wouldn't attend his car for the same thing again for free. He thought that the recovery operator should have told him he needed to do that. But, while I do see that that these sort of matters can be unfamiliar to a new young driver, I don't think that BBI were responsible for that. The recovery operator wouldn't know the terms of BBI Mr P's policy and wasn't required to, because his role was only to do a temporary repair to get the car started. As I've explained above, I think the policy is clear on these terms and I don't think the language was misleading or unfair, or that it was such as to manipulate new and naïve drivers. I think that BBI's policy was clear about the service BBI would provide, and they did provide that service.

I think that they acted reasonably, and so I don't require them to do anything else.

My final decision

For the reasons given above, my final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 28 September 2023.



Rosslyn Scott
Ombudsman