

## **The complaint**

Ms N complains about how Bastion Insurance Company Limited handled a claim she made on her key protection insurance policy.

Reference to Bastion includes its agents.

## **What happened**

Ms N held a key protection insurance policy with Bastion. Unfortunately, her car was stolen. It was recovered by the police, but the keys weren't, so she made a claim to Bastion for the replacements.

Bastion weren't able to reprogramme the new keys to her car on two occasions. It says this was because of other issues with the car. But Ms N disagrees and thinks Bastion should have been able to carry out the required work. She's said because it wasn't, she's incurred extra costs, such as recovery to the dealership, and storage costs while in police custody.

Ms N's complaint remained unresolved, so she brought it here. Our Investigator ultimately thought it should be upheld. He thought Bastion should have been able to carry out the required work, and that if it had, Ms N wouldn't have incurred the costs she did. He recommended Bastion pay Ms N £410 for the recovery and storage of her vehicle.

Bastion didn't agree and asked for an ombudsman's decision. It said it gave Ms N the option to take her car to the dealership after the first visit, so doesn't think it should be responsible for any storage charges after that. And ultimately it maintains it wasn't at fault for not being able to carry out the required work to the keys.

## **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'm upholding it. I'll explain why.

- It's not abundantly clear whether Bastion should have been able to carry out the required work in relation to replacing Ms N's car's keys. There's conflicting information about why this wasn't possible and whether that's Bastion's responsibility or not.
- But from what I've seen, all the storage costs (and the recovery cost) were charged after Bastion's first failed attempt to reprogramme the keys.
- Bastion said it gave Ms N the option to take it to the dealership after this visit, but it was agreed with Ms N that this wasn't the best course of action.
- That's not what I've seen. From the information available it looks like this is an action Ms N wanted, and Bastion advised wasn't the best thing to do.

- Bastion has ultimately refunded the cost Ms N had to pay the dealership to reprogramme and connect the keys, so I'm satisfied this is something it would have done if this option was taken up sooner.
- And if this option was taken up when first requested, Ms N wouldn't have incurred any storage costs. So, Bastion should reimburse Ms N for these.
- Strictly speaking the policy is clear in that it doesn't include recovery fees, and Ms N would have had to pay this if the option of taking the car to the dealership was carried out when first requested. But, in light of the journey of this complaint, to compensate for the distress and inconvenience caused, Bastion should reimburse her for this too.

### **My final decision**

My final decision is that I uphold this complaint. To put things right, I require Bastion Insurance Company Limited to:

- Pay Ms N £410 (made up of the extra storage and recovery fees). 8% simple interest should be added to this payment too. Interest should be calculated from the date Ms N paid the charges, to the date Bastion pays her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms N to accept or reject my decision before 18 January 2024.

Joe Thornley  
**Ombudsman**