

## **The complaint**

Mr B complains about how Bastion Insurance Company Limited dealt with a claim on his insurance policy for lost car keys.

## **What happened**

Mr B and his wife were going away for a couple of days and left Mr B's car near the airport their return flight was due to land at. Mr B and his wife then drove her car to the airport their flight was departing from. After they landed back in the UK, they were on the bus to collect Mr B's car from where it was parked. Mr B noticed he couldn't find his key, so rather than get off the bus they remained on it and then got on a connecting bus to get home.

As Mr B couldn't find the spare keys at home, he raised a claim with Bastion for the lost keys as his policy said it would pay up to £40 a day for three days for a hire car. The policy also provides up to £100 per day for three days for onward travel if the insured is stranded. So Mr B asked Bastion to agree to the £100 onward travel so he could get a taxi to where his wife's car was parked.

Unfortunately, due to Mr B being at home the advisor advised Mr B his claim wasn't covered. He said that he could arrange for a hire car up to the limit advised in the policy but wouldn't be able to arrange that immediately. As onward travel wasn't being agreed for Mr B his wife made a second call to make the claim. In this call Bastion explained the policy didn't provide cover for onward travel in their situation, as they were at home. However, Bastion agreed to make an exception and authorise £100 for onward travel. Mr B thought this should have been agreed in the call he had and complained. He said he'd spent two hours trying to get his claim agreed and his wife had it approved within 20 minutes.

Bastion reviewed the complaint and didn't uphold it. It said it agreed the call had taken longer than expected but said as the situation was complicated it thought the call had been handled reasonably. It also said that it thought having the onward travel authorised was fair and reasonable in the circumstances. Mr B didn't agree and referred his complaint here.

Our investigator reviewed the complaint but didn't recommend Bastion do anything else. He found that Mr B wasn't entitled to the £100 towards onward travel and so thought Bastion had acted fairly by approving it. As Bastion had authorised a claim it didn't need to under the policy, he thought this was sufficient compensation for the poor claim handling and lack of call back as had been agreed. Mr B didn't think this was fair, he said he was stranded at home and so was entitled to a claim under this section. He therefore didn't agree with our investigator's outcome.

As Mr B didn't agree the complaint has come 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.

The terms and conditions of the policy say:

“When your insured keys are lost, stolen or damaged by accidental means within the territorial limits, the insurer will pay up to £1,500 in any one period of insurance in respect of:...

- Vehicle hire for a period of up to 3 days if your vehicle is unusable as a result of lost or stolen insured keys. The insurer will pay up to a maximum of £40 per day for a hire vehicle such as a Ford Focus 1.6 or a Peugeot 307 1.6 (ABI class S4).
- The cost of reasonably incurred onward transportation if you are stranded due to the loss or theft of your insured keys up to a maximum of £100 per day up to a maximum of 3 days.”

Mr B has explained he was stranded at home and therefore should have had his claim approved sooner. I’ve listened to the calls Mr B and his wife had and in the calls they’re advised that this section of the policy is designed to pay £100 per day for onward travel to get them home.

I’ve considered Mr B’s point and the definitions of “stranded” and that of “onward transportation”. While I can see Mr B explained he was at home with no way to get anywhere, and that his onward journey was to collect their cars, I’m not persuaded that’s the intention of the policy, or a fair and reasonable interpretation in the circumstances. I say this because the terms of the policy are designed to cover costs incurred due to lost keys in certain situations, but not all. Bastion explained travelling from their home address to get their other car and check whether the spare key was in it, wasn’t the intention of this term. And when taking into account a fair and reasonable interpretation, I’m satisfied that the explanation provided in the calls is fair and reasonable.

Mr B needed to travel to collect his wife’s car and check if there was a key for his car in it. Given the unusual situation I can understand why the initial call took longer than expected, albeit I still think it took longer than needed. And when considering the claim isn’t one the policy is designed to cover, I’m satisfied Bastion has acted fairly by authorising it when it didn’t need too. When taking this into account, along with the handling of the initial call, and not receiving a call back as agreed. I’m not going to tell Bastion to do anything else.

### **My final decision**

For the reasons explained above, my final decision is that I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr B to accept or reject my decision before 21 December 2023.

Alex Newman  
**Ombudsman**