

The complaint

Ms S complains about a roadside assistance policy she has with The National Farmers' Union Mutual Insurance Society Limited (NFU).

What happened

I issued my provisional decision on this case because I planned on coming to a different outcome to our investigator and I wanted to provide additional reasoning and findings.

I have copied my provisional decision below, which also forms part of my final decision.

"On 4 February 2021, Ms S's car failed to start and so she called out NFU who confirmed that the battery on her car needed replacing. Ms S bought a new battery from NFU and it was fitted by their roadside technician.

A couple of weeks later, on 25 February 2021, Ms S attempted to start the car, and again it wouldn't start. Ms S contacted NFU again, who sent out a different technician who confirmed the battery needed replacing again. The battery was replaced at a further cost to Ms S.

On 8 April 2021, Ms S tried to start the car, and again it wouldn't start. She called NFU a third time, who again sent a technician. Again, it was confirmed that the battery needed replacing, and the problem was due to ongoing battery drain. NFU waived the charge for a new battery and Ms S bought a smart charger from NFU to maintain the condition of the battery.

Because of the problems Ms S was facing with the battery she took her car to a garage. The garage confirmed that the condition of the battery was good, and that the likely cause of the problem was that the battery connections were loose. Ms S says she thinks this was caused by the first roadside technician.

Ms S initially complained to NFU on 25 February 2021, about having to pay for a second battery. NFU said that the issues with the battery weren't covered under the guarantee, but it should have offered her a 40% discount on the cost of the battery. Because NFU didn't offer Ms S the discount, it agreed to refund her the cost of the battery in full.

Ms S later complained about the other issues she'd had. NFU said that there was no evidence from Ms S's garage to suggest that its technician had caused any problems with the battery terminals. It said that the battery terminals could be worn due to the age of the car. NFU said it wasn't upholding Ms S's complaint but stated that there is a possibility that the technician could have missed the loose battery terminal and so it offered her £25 as a gesture of goodwill.

Initially, our investigator said that he hadn't found that NFU had caused any issues with the battery connectors, but he thought it should increase its compensation to £125 given that it could have missed the issue with the loose battery connection and the inconvenience of the number of call outs Ms S had to make.

Ms S didn't agree with this and explained that NFU had caused her a huge amount of inconvenience – especially given the location of where she lives, which means she is heavily reliant on the use of her car. Because of this, our investigator increased the compensation to £200.

NFU didn't agree. It said that the garage report specifically references loose terminals/connections. It also said that it disputed the garages allegations that the loose terminals/connections were the cause of the problem, this is because the high demand of current during the starting process would highlight poor connection, so it didn't agree with the garages suggestion that there was poor connection through use.

Ms S also responded to our investigator to say that she had also incurred a cost at the garage, and had spent £80 on a smart charger, that she wouldn't have needed had NFU fitted the initial battery correctly. Ms S later added that she has since visited two different garages who have explained that the battery NFU fitted wasn't the right one for her car. And because of this, she would likely have issues starting the car when it's cold. Ms S says that she has been told that the battery terminals were the incorrect size, which is why the contact was poor and shorting and not charging the battery properly. So, Ms S would like the compensation increasing to £200 for distress and inconvenience, and a further £235 for the costs she has incurred.

I asked NFU about its thoughts on the incorrect battery being fitted, and it has provided me with a response to say that the correct battery was fitted to Ms S's car – and has provided evidence to support this. Ms S has also provided me with an email from the dealership which says the battery was incorrect.

Because neither party agreed on our investigator's opinion, the complaint has been passed to me to make a decision on the matter.

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 considered everything, it is my current decision to uphold this complaint. I don't think it's in dispute that when Ms S initially made the call out to NFU at the start of February, the battery needed changing. The comments from the technician at the time say that a drain was found on the battery and this resulted in a non-start. Ms S herself has confirmed that this battery was relatively old, and so she has accepted that it needed replacing.

From what I've seen, it seems that NFU are suggesting that Ms S didn't use the car often enough to maintain the condition of the new batteries. So, I've looked at the Battery Warranty that was provided by NFU alongside the new battery. It gives tips on how to maintain the battery, and states that the car should be driven frequently for longer periods of time. And if making shorter journeys, then a smart charger should be considered. But it doesn't provide much information about what this actually means in practice.

I've also seen a copy of the customer assistance report that appears to have been electronically signed by Ms S from 4 February 2021, which says "The best way to ensure your new battery is maintained correctly is for the vehicle to be used regularly... please try to ensure the vehicle is started and driven for 15 minutes at least once every few weeks" NFU stated that Ms S's car had only been driven for 54 miles in two months, so I presume here its saying that the issue with the battery could be because she wasn't using it enough. I accept that it's possible that could be the cause, but the information provided in the customer

assistance report I've mentioned above, requires Ms S to use the car for 15 minutes every few weeks. So it's possible that she did this, even though she only drove 54 miles.

So even if I accept that the issue with the battery was because the car wasn't used enough, I still think it likely that Ms S followed the guidance set out in the customer assistance report from NFU.

After Ms S had to call NFU out for the third time, she understandably became concerned about the performance of her car – so she took it to her garage. The garage provided Ms S with an estimate, which says:

"Vehicle came in for suspected battery drain on the vehicle, while carrying out if the vehicle was charging, noticed that the battery terminal connections were completely loose and not making a correct connection to the battery allowing the vehicle to charge the battery properly. Further tested the battery and test result was good & pass then went onto testing the vehicle for a drain and found there was no drain on the vehicle"

So, based on this information provided by the mechanic at the garage, it appears that the battery connections were loose, which has caused issues with the car starting. I asked Ms S if she had experienced problems with the car starting since the garage had made the correct connection, and she has confirmed that she hadn't.

Given that Ms S had experienced months of her car not being reliable due to non-start, and then once the garage had corrected the issue with the connections, it was working normally again; it seems likely to me that the issue Ms S has experienced with her car was down to a problem with the connection. Which I think ought to have been noticed and rectified by NFU, which would have meant Ms S wouldn't have had to experience the problems she did.

More recently, Ms S says she received some advice from a few different garages and dealerships who have said that the wrong battery has been fitted to her car. NFU dispute this and have confirmed the correct battery was fitted on each occasion. Ms S has provided information from the dealership which states that the wrong battery has been fitted to her car by NFU. However, NFU has also provided information to show that the battery it fitted was right.

I've been back and forth with both parties trying to identify whether the correct battery has been fitted. I understand both parties feel very strongly about this point. NFU have sent me evidence to show the battery it fitted would have been acceptable for the car, and Ms S has also sent me evidence which contradicts this.

Given that Ms S's car was running after the garage had rectified the issues with the battery connection and based on evidence provided by NFU to show that battery it fitted was the correct one, I don't think I can fairly find that NFU has fitted the wrong battery.

I have thought very carefully about everything Ms S has told me about the problems with the battery NFU fitted. In that the battery terminals were too small, and the Amp-hours (AH) and cold cranking amp (CCA) were also not the right specification. Ms S has also told us that the actions the previous garage took to fit the battery were inappropriate – she says they made a temporary fix for the connectivity to improve. But Ms S's car was still running without problem after the garage had sorted the connectivity issue, and I haven't seen any information from an independent engineer or mechanic who has seen the car that states the wrong battery was fitted and the reasons for this – or that the garage had made a temporary fix to the connectivity issue. NFU have said that there are a number of different batteries that would be suitable for Ms S's car – and these have different specifications. But this alone doesn't mean that the one it fitted was inappropriate.

I appreciate that Ms S changed the battery to minimise any future problems that might occur – and I can understand why she did this. But because the car didn't fail to start after her visit to the garage, where she still had an NFU fitted battery, I can't fairly say that Ms S would have had more issues with starting the car had she not made the decision to purchase a new battery.

NFU has accepted that its technicians could have missed the loose connection, and so paid Ms S £25 to say sorry. But I don't currently think this is enough. I would have expected its technicians to have noticed something like this, especially given their expertise in this area.

The loose connection has potentially caused Ms S to have to make multiple unnecessary call outs to NFU for assistance, and to take her car to a garage to diagnose the problem. Ms S has also purchased a smart charger for her car, when at the moment, I don't think it was necessarily needed.

Based on everything I've seen, while I agree its possible that the issues with the battery could have been down to infrequent use of the car, I think Ms S is likely to have driven the car enough to meet the guidance provided to her in the customer assistance report. So if this was the issue, then I don't think I can fairly say this is down to something Ms S has done wrong.

But based on what I've seen and given that Ms S has experienced ongoing problems with her car until the issue with loose connections was resolved, I think the issue with the car is more likely down to NFU's technicians not noticing the loose connection.

I have spoken to Ms S about how the problems with her car had affected her. Ms S lives in a remote area, where she relied on the use of her car. It's clear to me that she has been very concerned about the performance of her car after NFU had been called out a number of times, and that the situation has caused her stress and inconvenience. I think this is shown by her getting advice from a number of professionals to try and reassure herself of the reliability of her car.

Based on everything I've said, I think it likely that the issues with Ms S's car starting were down to a problem that could and should have been spotted by NFU. And I think Ms S has lost out as a result."

NFU responded to say that it didn't have anything more to add than what it had previously provided.

Ms S responded with the below main points:

- The batteries supplied by NFU had the wrong size terminals, so weren't the correct specification for her car. When the dealership put the chassis number for her car into their system, it told them what the correct battery for her car was.
- Ms S confirmed that she hadn't accepted any payment from NFU so far.

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.

After having considered everything on this complaint again, it is still my decision to uphold it. However, I won't be asking NFU to pay for the additional battery Ms S purchased from it, for much of the same reason as outlined in my provisional decision.

I understand that Ms S has since spoken to the dealership and it has confirmed the correct battery for her car based on the chassis number. Ms S confirmed to me during a phone conversation that it told her that this is the only battery that would be suitable for her car.

I asked Ms S if this was the same battery that had previously been fitted by NFU (before she had issues), and she confirmed that it wasn't. So, it seems that there were other batteries that would have been suitable for Ms S's car – given that she hadn't previously had problems with the one it fitted.

I really do understand Ms S's strength of feeling on this point. And I know she's put in a lot of effort to support what she's said about the wrong battery being fitted to her car. And I have given much thought to this point. But NFU have also been able to provide me persuasive evidence that they fitted the correct battery. As I've explained in my provisional decision, Ms S didn't have any issues with the car once the garage had tightened the terminal connections. I know Ms S will be disappointed by this decision, but these points don't lead me to find that NFU fitted the wrong battery.

It follows that I can't fairly say that it did anything wrong when it made the decision to fit this particular battery.

Putting things right

NFU needs to put things right for Ms S by doing the below:

- NFU needs to reimburse Ms S for the cost she paid for the battery to be fitted at the garage – the invoice shows that she paid £25. So NFU need to reimburse this and add 8% simple interest from the date Ms S paid for the until the date it refunds this.
- I don't think Ms S needed to purchase the smart charger, and she has only done so as a result of NFU not noticing the issue with the connection. I don't think Ms S would have bought this if NFU had fitted the battery correctly. So, I think NFU ought to reimburse Ms S the cost of the charger. However, I won't be asking NFU to pay Ms S 8% on this amount given that Ms S will still have the benefit of the use of the charger.
- Pay Ms S an additional £350 to compensate her for the distress and inconvenience NFU's actions have caused her. This is on top of the amount it had offered her in its final response letter of £25 – meaning NFU must pay Ms S total compensation of £375.

My final decision

For the reasons set out above, I uphold Ms S's complaint. The National Farmers' Union Mutual Insurance Society Limited must put things right by doing what I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 25 March 2022.

Sophie Wilkinson
Ombudsman