

The complaint

Mrs R complains The National Farmers' Union Mutual Insurance Society Limited (NFU) misdiagnosed an issue with her car and damage may have been caused due to the wait to be inspected.

There are several parties and representatives of NFU involved throughout the complaint but for the purposes of this complaint I'm only going to refer to NFU.

What happened

Mrs R discovered that her car wouldn't lock. A recovery partner on behalf of NFU attended on 25 September 2024 and said the car would need to go to a garage because it suspected the issue was with its timing belt.

Mrs R booked her car in at her preferred garage for an inspection on 10 October 2024. When the NFU recovery engineer attended to tow the car to the garage on 9 October 2024 it was found there wasn't a problem with the timing belt, but the battery needed replacing. The recovery engineer offered to replace it; however Mrs R asked NFU to tow her car to the garage for the car to be inspected.

NFU accepted its recovery partner who initially attended had made a misdiagnosis and apologised. However it said it was unable to cover the cost of the new battery and didn't agree further damage could've been caused between the first recovery call out and the inspection at the garage.

Because Mrs R was not happy with NFU, she brought the complaint to our service.

Our investigator upheld the complaint. They looked into the case and said NFU were responsible for misdiagnosing the issue with Mrs R's car on its initial attendance, which caused her some inconvenience when she was without the car for two weeks. They said NFU should pay £100 compensation.

As Mrs R is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

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.

Mrs R said her car had not been used for some time because she'd been advised to stop driving for six months due to a medical issue. In September 2024 she went to check the found it wouldn't lock and there were lights on the dashboard. It is at this point she made the breakdown call to NFU.

NFU have accepted its approved recovery partner who attended on the evening of

25 September 2024 made a mistake when it misdiagnosed the problem as relating to the timing belt. It has apologised for any unnecessary stress caused by this.

I saw Mrs R spoke to her preferred garage the day following this diagnosis by NFU and made an appointment for 10 October 2024.

The NFU recovery engineer who attended on 9 October 2024 to tow the car to the garage found there wasn't an issue with the timing belt and identified the issue with the car battery. The engineer offered to replace the battery immediately and said Mrs R wouldn't need to take the car to the garage. Mrs R said the engineer hadn't provided her with any evidence of the battery diagnosis and being expected to decide instantly if to have a new battery fitted was unexpected. She decided to have the car towed to the garage for the appointment that was due to take place the following day, for a thorough diagnosis before making a decision.

I recognise being given a different diagnosis as to what was wrong with her car after waiting for two weeks for the appointment at her garage would have been very frustrating. And I can understand why she decided to have the car towed before making any decisions on repairs or replacements.

I saw NFU's engineer's test results determined the battery required replacement. And I saw a copy of the garage invoice which detailed the major service. The battery was replaced and fitted as part of this service. The cost of a new car battery or a car service isn't something that's covered under the terms and conditions of Mrs R's policy and therefore I cannot fairly tell NFU to cover these costs.

I saw NFU said it would reimburse the costs of a diagnostic test of the battery on receipt of an invoice. The invoice provided by Mrs R was for a major service and a battery check isn't detailed as a separate cost. I don't think NFU should be required to cover the cost of the full major service.

Mrs R said there could have been additional damage caused due to the two-week delay in her car being seen by her garage, in particular she refers to two tyres that require replacing due to wear. I haven't seen any evidence that the car being stationary after the misdiagnosis could've caused this or any other damage related to the breakdown call out.

NFU are responsible for its roadside recovery partner initially misdiagnosing the issue with Mrs R's car and the inconvenience caused to her over a couple of weeks. And I think this requires compensation to be paid. Therefore, I uphold her complaint and require NFU to pay £100 compensation to recognise this inconvenience.

My final decision

For the reasons I have given I uphold this complaint.

I require The National Farmers' Union Mutual Insurance Society Limited to pay Mrs R £100 compensation for the inconvenience caused to her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 6 May 2025.

Sally-Ann Harding
Ombudsman