

The complaint

Mrs L has complained that a recovery agent caused further damage to her car when she sought assistance from U K Insurance Limited trading as Green Flag under a roadside assistance policy.

What happened

Mrs L contacted Green Flag as her car had a flat battery. Green Flag arranged for a recovery agent to attend. The agent boosted the battery to Mrs L's car and advised her to arrange for a replacement battery.

Mrs L discovered when driving to the garage to get a replacement battery that the electrics were not working and the headlights had automatically come on when her car doesn't have automatic headlights.

After having the battery replaced, the problem with the electrics remained. So Mrs L took her car to a specialist garage for her type of car.

The garage reported that in their experience Mrs L's car shouldn't have had the battery boosted in the way Green Flag's agent did as this can cause the electric faults that resulted. They said the battery should have been removed for charging and this would have eliminated the electrical problems that occurred.

Mrs L contacted Green Flag. It didn't agree it had done anything wrong and said the make and model of Mrs L's car was known for having electrical issues associated with a flat battery. In summary it said the damage to the electrics was caused before its agent boosted the battery.

One of our Investigators looked at the information provided by both parties and online research as to the issue which was in dispute. He found that a fair outcome was for Green Flag to pay 50% of the costs Mrs L paid a garage to repair the electrical issues.

Green Flag didn't agree. So the case has been 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.

We are not engineers – so we look at the evidence provided by both parties to decide whether an insurer has acted reasonably. I've considered the weight and persuasiveness of the information available to me and I've made an 'on balance' decision.

Green Flag and its appointed recovery agent have provided their response which they say includes opinion from dealership garages and their own engineers. We asked for first hand evidence of the dealership garages' opinions but this hasn't been provided.

As the Investigator explained, it is accepted that for the make of Mrs L's car, where a battery

is discharged, it can lead to the footwell module's software becoming corrupt. Green Flag's recovery agent said; *"When a battery is discharged it seems that the footwell module loses all its data and limits the operation of certain components."*

The Investigator in his view said he understood these comments to mean that the module loses its data - which would ordinarily mean the module could be reprogrammed. But Mrs L needed to replace the module, which suggests it was physically damaged. I haven't seen any new information from Green Flag to dispute the Investigator's understanding here.

Turning to the method the recovery agent used to boost the battery, there are other possibilities as to the cause of module failure. The dealership garage which carried out the repairs wrote that;

"diagnosis was carried out and the findings were the footwell module had no communication which resulted in replacing the footwell module, the customer advised that all the electrics stopped working after Green Flag was called out to the vehicle with a flat battery, in our experience these vehicles cannot be started with a battery booster, the battery must be removed and charged off the vehicle, this would eliminate any problems with the footwell module"

We asked for a copy of the diagnostic report which Mrs L said was no longer available. I think it would have been helpful if Green Flag had requested a copy of the diagnostic report at the time of the dispute.

It is accepted that the recovery agent used its booster pack on the battery terminals on Mrs L's car. This is not consistent with the manufacturer's recommended method to boost or charge the battery. While the recovery agent has explained that the equipment it uses is complaint within the industry, it doesn't change the fact that the owner's manual is clear. It says it is important that when boosting/charging a battery, to use the terminals in the engine bay rather than directly on the battery terminals (the method the recovery agent used.)

From other online research, the Investigator understood the following:

"it is understood that the terminals in the engine bay are designed to route electrical current through the car's intelligent battery system and various fuses to reduce the risk of damaging sensitive modules, such as the footwell module. It seems to me that the recovery agent's method bypassed the manufacturer's protection system and introduced a risk that can't be ignored. From what I can see, low voltage conditions typically result in software issues which are reprogrammable, whereas bypassing the protection system can cause physical damage to the footwell module. However, I accept that bypassing the protection system can't be conclusively linked to the failure of the footwell module."

I haven't seen any new representations from Green Flag to dispute the Investigator's understanding here, which I agree with.

So, having reviewed the information provided by both parties, I don't think one party's evidence carries more weight over the other to reach a safe conclusion. It isn't possible for me to say what is more likely than not to have caused the footwell module's failure.

So I find the fairest outcome in this case is for Green Flag to reimburse Mrs L for 50% of the repair costs.

Where we ask an insurer to reimburse a customer, we usually add an award for lost interest. But in this case as I cannot say that one party's evidence is more persuasive than the other,

I haven't asked Green Flag to pay interest on the 50% reimbursement.

My final decision

My final decision is that I uphold this complaint. I require U K Insurance Limited trading as Green Flag to reimburse Mrs L for 50% of the repair costs she paid following her roadside assistance claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 23 September 2025.

Geraldine Newbold
Ombudsman