

complaint

Mr C complains a roadside recovery agent appointed by The National Farmers' Union Mutual Insurance Society Limited (NFU Mutual) incorrectly told him that his car battery needed to be replaced.

background

Mr C had a motor insurance policy with NFU Mutual which included roadside recovery by NFU Mutual's network of approved recovery agents.

In August 2017, Mr C's car wouldn't start and a recovery agent was sent to assist Mr C. Mr C says he was told the battery needed to be replaced and he was given a choice of either being taken to a garage or for the agent to source and fit a new battery. Mr C says he was keen to get his car running again so he agreed to the agent sourcing and fitting a new battery for him. Mr C paid £189 for the new battery.

Two days later, Mr C's car failed to start again and another agent was sent to assist. Mr C says this agent told him that the advice he'd received from the first agent was incorrect and the car hadn't needed a new battery to be fitted. Mr C complained to NFU Mutual and asked it to refund him the cost of the battery.

NFU Mutual says the result of a battery test completed by the first agent indicated a 'serviceable recharge' was needed. This is usually done at a garage overnight. NFU Mutual was satisfied the agent had explained this to Mr C, but Mr C had asked the agent to source and fit a new battery instead. Because of this, it didn't agree it should refund Mr C the cost of the new battery.

Unhappy with this, the complaint was referred to our service. In summary, Mr C said he wasn't told a 'serviceable recharge' was required, he was told the battery needed to be replaced.

Our investigator reviewed the complaint, but he didn't think it should be upheld. In summary, he thought it was more likely than not that Mr C had been given the correct information at the time.

Mr C didn't agree with the investigator. As agreement hasn't been reached, the matter has been referred to me to review.

my findings

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 don't think the complaint should be upheld. I'll explain why.

The dispute here is about what the first agent told Mr C when he came to look at his car. As I wasn't there, I can't know what was discussed. So, I've carefully reviewed the information available to decide what I think is most likely to have happened.

NFU Mutual says the agent tested the battery and the report generated at the time indicated a 'serviceable recharge' was needed. It also says the agent considered other issues, but testing showed no other problems.

NFU says the agent explained the result of the battery test to Mr C and offered to jump start the car to allow it to be driven to a local garage. But Mr C was on route to work and he asked the agent to source and fit a new battery for him.

NFU Mutual says an electric copy of the report generated was shown to Mr C. I have seen a copy of the report and I can see Mr C ticked a box confirming:

"I accept that I have agreed to buy a new battery despite a Serviceable / Recharge Required decision on my current battery, following testing ..."

Mr C also signed the report document, which amongst other things, confirmed he had read and understood the instructions on the form.

I've taken into account that Mr C says he didn't read the document that he signed. But it was ultimately Mr C's responsibility to make sure he'd read and fully understood the contents on the documents before signing to say that he had.

I've also taken into account that Mr C was keen to get the car running as was on his way to work. So, I can see how the prospect of a faster resolution might have been preferable to Mr C at the time.

On balance, I find NFU Mutual's version of events more plausible and persuasive and I haven't seen enough to say NFU Mutual has done anything wrong.

my final decision

For the reasons I have given, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 29 January 2018.

Michelle Griffiths
ombudsman