

## complaint

Miss R has complained that U K Insurance Limited (UKI) incorrectly repaired her car under her breakdown assistance policy. References to UKI include the actions of their agents.

## background

Miss R broke down in February 2016 and called UKI. UKI replaced her car's battery at the roadside, and Miss R paid them £60 for this. A week later, Miss R broke down again. This time UKI's technician said her alternator had failed and offered to follow her home. On the way, her car developed further problems and UKI's technician said the battery was now flat. He temporarily replaced it with another battery so Miss R could get home. When they arrived at her home he then put the previous battery back in her car. Miss R had the alternator replaced but continued to have electrical problems with her car.

In April Miss R took her car to a main dealer and they replaced the alternator again. But this didn't solve the problems. They told Miss R they thought the battery had been replaced by UKI without a surge protector, and this may have caused the problems. So Miss R complained to UKI. UKI said they'd changed the battery correctly in line with standard procedure. Miss R then complained that her garage had told her the car wasn't safe to use, so it was off the road for three months. She then took it to another garage who said UKI had put the wrong battery in her car. Miss R said she didn't have any further problems after this garage replaced the battery with the correct battery.

UKI didn't accept that they'd fitted the incorrect battery. Or that – if they had – it would've caused the electrical problems Miss R had. They said they enter the car's registration number onto their system to identify the correct battery to use. Miss R wasn't happy so she brought her complaint to us.

The adjudicator who investigated her complaint checked with her car's manufacturer which was the correct battery. Based on this, she said UKI had fitted an incorrect battery. So she recommended UKI should pay Miss R:

- £696.33 in total for the three repairs Miss R had paid for;
- £60 which is what Miss R paid UKI for the replacement battery;
- £30 for the cost of the new correct battery she'd had installed; and
- £250 for the trouble and upset this had caused.

UKI didn't agree. They said there was no evidence to suggest their agent was responsible for the damage to Miss R's car.

I issued a provisional decision on this complaint in October 2016. I said I was intending to uphold it. I checked with the manufacturer what the correct battery was for Miss R's car. They confirmed it was 12 volt, 60 AH battery, but UKI had fitted a 12 volt, 40 AH battery. They said they always recommended that a battery should be replaced with the same specification of battery. Based on this, I thought it was clear UKI didn't fit the correct battery to Miss R's car.

But I said it was difficult to say whether this was solely responsible for the problems Miss R had with her car. Miss R had taken her car to a garage a week after the battery was changed, to have the alternator replaced. This garage didn't provide a list of fault codes from the engine management system. When she took her car to a main dealer in April, they did provide a list of fault codes. These said there was '*various electrical issues regarding voltage*' but also other problems with Miss R's car. They didn't do a full diagnostic check of

Miss R's car. So there was no evidence of which problems had been caused by the incorrect battery UKI had fitted.

I also asked the manufacturer what problems might be caused by a lower amp battery being fitted to the car. Their technical team said they would want to do a full diagnostic check on the car to make sure there weren't other contributing factors. But they said the most likely problem would be that the car wouldn't run as efficiently and the battery would burn out quicker. They also said it would affect electrical systems like lights – and Miss R had said her lights were flickering. But the technical team thought it unlikely – though not impossible – that it would cause other faults with the car.

Based on this, I didn't think it was fair to ask UKI to reimburse Miss R for all her costs in fixing her car and her transport costs while her car was off the road. Some of the invoices she'd sent showed she'd had some work done – such as replacing the radiator – which wouldn't have been connected to any issues with the battery. UKI had already reimbursed Miss R the £60 she paid them for the new battery they put in at the first call out, and the £30 cost of the correct battery. So I said UKI should reimburse Miss R for full cost of replacing the battery with the correct battery, which was £176.97. I could also see that this matter had been quite distressing for Miss R, and she'd had to drive her car for several months with an incorrect battery. So I said they should also pay her £250 compensation for the distress and inconvenience this matter had caused.

UKI accepted my provisional decision. Miss R said she'd told UKI's technician at the first call out there was a beeping noise coming from the engine, but their technician ignored it. She says this shows the battery wasn't fitted correctly. UKI's technician also told her the alternator still had half its life left, but it failed a week later so Miss R had to call UKI out again. UKI decided not to send a recovery vehicle and their technician instead followed her home. But she broke down again on the way home. She said she found this stressful and she doesn't think UKI's technician used sufficient skill or knowledge.

### **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've decided to uphold it.

Miss R says there was a beeping noise coming from the engine after UKI's technician had replaced the battery. But Miss R took her car to a garage a week later to have the alternator replaced and they didn't identify any issues with the battery then. If UKI's technician hadn't fitted the battery correctly, I think this garage would have noted that, and would have told Miss R that. And when Miss R first rang UKI to report the breakdown, she'd mentioned a beeping noise. So I don't think there is enough evidence to say UKI didn't fit the battery correctly.

Miss R also said their technician told her the alternator had half its life left, but it failed one week later and Miss R had it replaced. Miss R's garage that replaced the alternator didn't provide a list of any fault codes or do diagnostic checks on the car, or provide information as to why they thought the alternator had failed. So in the absence of any further evidence, I can't say UKI was to blame for this.

I do think UKI gave Miss R poor service, and they did fit an incorrect battery to her car. And – as I said in my provisional decision – I can see that this has caused Miss R a lot of stress and worry. I said they should pay Miss R £250 compensation for this, and this includes the

worry she was caused by having to drive home after the second call out because UKI didn't send a recovery vehicle.

### **my final decision**

For the reasons I've set out above, my final decision is that I uphold this complaint. I require U K Insurance Limited to do the following:

- pay Miss R £176.97 for the cost of replacing the incorrect battery with the correct battery, adding 8% simple interest from the date she paid it to the date UKI pays this;
- pay Miss R £250 compensation for the distress and inconvenience that this matter has caused her.

U K Insurance Limited must pay the above within 28 days of the date which we tell them Miss R accepts my final decision. If they pays later than this they must also pay interest on the compensation under the second bullet point from the date of my final decision until the date of payment at 8% per year simple.\*

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 25 November 2016.

Mary Dowell-Jones  
**ombudsman**

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\* If U K Insurance Limited considers that they're required by HM Revenue & Customs to take off income tax from that interest, they should tell Miss R how much they've taken off. They should also give Miss R a certificate showing this if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.