

## **The complaint**

Mr G complains about how U K Insurance Limited trading as Churchill handled a claim he made on his roadside assistance policy.

Reference to Churchill includes its agents.

## **What happened**

Mr G held a roadside assistance policy with Churchill. When his car broke down in France he called Churchill to make a claim for assistance.

Churchill sent someone to assist, and because the car couldn't be repaired at the side of the road it arranged to take the vehicle to its depot and then transport it to a garage who could diagnose the problem.

While the car was being diagnosed, Mr G rented a car to allow him and his family to continue their trip.

Mr G's car couldn't be repaired by the time Mr G and his family needed to get home, so Mr G and his family drove the hire car to the ferry port, travelled by ferry as foot passengers and then got a taxi and a further hire car home.

A few weeks later Mr G was told the problem with his car had been diagnosed and was quoted the price he'd need to pay to have the required repair carried out. Churchill arranged and paid for Mr G to return to France to collect his car.

While he was in France, Mr G got a call to say the car now couldn't be fixed and the engine had seized. So, he had to arrange to return home himself, without his car as planned.

Churchill then returned Mr G's car back to England. But Mr G decided not to repair it due to the cost involved and sold it.

Mr G wasn't happy with this and complained about a number of things. Namely:

- He thinks Churchill should be paying him the loss he's suffered since selling his car. He thinks the garage is responsible for his car not being economical to repair. He thinks the most he should pay is the original repair he was quoted.
- He thinks Churchill should pay him the cost of the hire car he rented while in France.
- He thinks Churchill should reimburse him for the additional cost of the phone calls in France trying to sort the issue.
- He thinks Churchill should pay for his costs to return to England when he was told his car couldn't be repaired.
- He thinks he should be compensated for the distress and inconvenience Churchill's

handling of the claim caused him.

Churchill said it thought the garage was responsible for the vehicle not being able to repaired. It said the garage isn't its agent, and therefore it's not responsible for its actions. It said any dispute with what happened at the garage was matter between him and that garage.

It did acknowledge communication hadn't been of the standard it expected and overall offered £450 compensation.

Mr G didn't think this was fair and brought his complaint to us.

One of our Investigators didn't think Mr G's complaint should be upheld. They pointed out the hire car element of Mr G's complaint was being dealt with as a separate complaint. They said they thought Churchill was reasonable when it said the garage was responsible for anything that happened after Mr G's car was recovered to it. They were satisfied £350 compensation for the communication was fair and reasonable in the circumstances. Mr G didn't agree and asked for an Ombudsman's decision. He pointed out he'd never been told which garage his car had been taken to.

I wrote a provisional decision which said I was thinking of upholding the complaint. It said:

*"Mr G's policy makes it clear that if his car can't be repaired at the side of the road it'll be taken to a local garage. The policy is clear in saying what happens after that point in relation to the repairs of the car is an issue between Mr G and that garage.*

*I'm satisfied that based on the evidence I've seen Churchill isn't responsible for the fact his car was thought to be repairable, then thought not to be. The car was driven on to the recovery truck, which indicates the engine hadn't seized at that point. The fact the garage originally diagnosed the fault to be something other than a new engine also indicates the engine seized while in the garage's care. That means whatever was needed to repair the car, or any loss suffered as a result of it not being economical to repair is simply not something Churchill is responsible for.*

*I appreciate however that Mr G was told his car was repairable, travelled to France to collect it then was told while in France that wasn't the case. That would have been extremely distressing and inconvenient for him. But while it was ultimately Churchill that relayed that information to him, I think they were likely simply passing on information from the repairing garage. As set out above, Churchill weren't involved in the repair itself, so any information in relation to it will have come from the repairing garage. It's for that reason I don't hold Churchill responsible for the distress and inconvenience this caused. For the same reason I don't hold Churchill responsible for the additional cost involved in getting home from France.*

*Churchill's main point here is that it's not responsible for the actions of the garage. What happens between the garage and Mr G is a matter between them. I agree. But crucially, Mr G should know who that garage is. Churchill transported his car there, and Churchill received information from that garage relating to the repair to pass on to Mr G. So Churchill should be telling Mr G the name of that garage and providing him with details to be able to contact it.*

*Churchill and our Investigator both said the hire car costs involved while Mr G was in France should be dealt with as a separate complaint. I don't agree. It's a clear complaint point that was brought to us, and Churchill has investigated and issued a response on it. Treating that as a separate complaint isn't helpful for anyone involved.*

*Churchill has said it will refund Mr G the cost of the hire car he paid up to the limit set out in the policy if he provides documentation supporting what he paid. I'm satisfied that's reasonable. Mr G has said he'll not be sending anything to Churchill. But I don't think it's unreasonable for Churchill to ask for evidence of costs incurred. I'll not be asking them to pay without receiving any supporting evidence.*

*Communication throughout this claim hasn't been good enough. There have been times where Mr couldn't contact Churchill at important times when he needed its assistance, such as extending the hire. As set out above, Mr G should have been told the location of his car too. But I'm satisfied that the overall compensation of £450 is sufficient. I understand Mr G's point that this was offered midway through the complaint, before further issues arose. But I'm looking at everything as a whole, and in doing so, I'm satisfied it's a reasonable figure.*

*I'm not persuaded the cost of the calls Mr G had to make in France is something Churchill needs to cover. I appreciate they're costs Mr G incurred but a lot of these will be as a result of the breakdown itself, not any error of Churchills. Those that are errors of Churchill's I think are reasonably covered by the compensation set out above."*

Mr G didn't respond to that decision. Churchill did. It said it did tell Mr G the location of his car, so it was confused by my intention to uphold the complaint.

### **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.

Having done so, I'm not minded to change my findings or outcome.

Churchill has pointed to call notes it originally provided and highlights where it thinks Mr G was told about the location of his car.

I've considered these, and I've also considered Mr G's testimony and strength of feeling on the matter. He's adamant he's not been told where his car was sent for repairs.

The call notes I've seen do show a call out to Mr G. And that note does indicate he was told his car is at a garage. It says *"// CALL OUT M // I tac M his vehicle was recovered to gge and diagnostic tuesday or wednesday next week. M said ok, will wait for our call back with update."*

While this indicates Mr G was told his car was at a garage, it doesn't, in my opinion adequately show his was told *which* garage, or that he was given all the contact details of that garage.

Therefore, while I can't say for certain, I'm more persuaded by Mr G's testimony that he wasn't told the details. I've also not been provided anything to show Mr G has been given these details in writing, nor any reason why this can't be facilitated.

Therefore, my final decision reflects my provisional decision as set out above.

### **My final decision**

For the reasons set out above, I uphold this complaint. To out things right I require U K Insurance Limited trading as Churchill to:

- Let Mr G know the details of the garage his car was taken to after being recovered in

France – the garage that thought it could, then couldn't repair his car. This should include any address, email address or telephone number.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 14 April 2025.

Joe Thornley  
**Ombudsman**