

The complaint

Mr S complains on behalf of Mrs S about how U K Insurance Limited trading as Churchill ("Churchill") handled a claim under her car insurance policy.

For ease, I'll refer to Mr S throughout as he's been the primary point of contact.

What happened

Mr S had a motor insurance policy with Churchill.

In late February 2025, a European-registered heavy goods vehicle collided with his parked car, causing damage. He reported the incident to Churchill.

Churchill told Mr S that claims involving vehicles from overseas often took time to settle, but it could proceed with repairs to his car if he paid his excess. Mr S refused to pay his excess and told Churchill that it couldn't start repairs until the third party insurer ("TPI") had accepted liability for the damage.

Mr S investigated the collision and obtained CCTV footage from the local area to show that the third party vehicle had caused the damage, along with its make, model and registration mark. He contacted the operator of the vehicle, via an interpreter, which confirmed it had caused the collision.

But Churchill couldn't accept the operator's acceptance of liability, which needed to come from the TPI.

Mr S complained about difficulties making his claim and that Churchill wasn't progressing its investigation of it. He wasn't happy that Churchill offered to repair his car, even though he'd told it he wanted to wait for liability to be accepted by the third party.

Churchill paid Mr S £100 compensation as it had written to him about repairs even though he'd told it not to.

Mr S remained unhappy and brought his complaint to this service.

Our investigator looked into it and thought it wouldn't be upheld. He thought Churchill had acted promptly in how it chased up the TPI for its admission of liability. He also thought Churchill's payment of £100 compensation for its mistake in contacting Mr S about progressing the repairs was fair.

Mr S responded to the view and made several additional points of complaint about the way Churchill had dealt with his claim. He didn't say whether he accepted the view.

Because he didn't respond further, his complaint has been passed to me to make a final decision.

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.

It's important I start by talking about the additional points Mr S has raised about the way Churchill acted. I'd like to assure him that I've read all of the file, but won't refer to it all here. This is in line with this service's informal approach.

What I'm able to consider in this decision are the points he's raised to Churchill and subsequently in his approach to this service. That is to say, the difficulties he said he had making the claim, and Churchill's actions in telling him he could continue with repairs. These are the matters dealt with in Churchill's Final Response to Mr S, of 20 March. What this also means is that I'm only able to consider the events that took place before this date.

Mr S is able to make further complaints to Churchill about the other factors mentioned above, or events that took place after its Final Response, and those complaints may reach this service in due course. I can see that Mr S has said he's already raised some of those points with Churchill, but I can't see that it's provided him with its final response to those.

Having read the file, I'm not upholding Mr S's complaint. I'll explain why.

Mr S has talked about the difficulties he had making the claim. He's complained about being on the phone for over three hours and that some of Churchill's staff wouldn't discuss the matter with him.

Churchill's file of evidence shows me that Mr S reported the claim and details were taken by its claims handler. I can't see that there were issues actually making the claim, and it seems to me that the frustration Mr S felt has been because of the way the claim was being handled. And, as I've said above, that doesn't fall into this complaint.

Any insurance claim brings with it some degree of inconvenience and disruption from everyday life. I've looked at how Mr S (and Mrs S) communicated with Churchill and I don't think I can fairly say that he was overly inconvenienced by its actions. I'll also mention I can see from Churchill's file that an error was made by it about access to Mrs S's policy, and that some of the webchat contacts made were recorded by Churchill as being made from a different social media account than it expected.

What I mean by this is that Churchill would have needed to check and verify who it was chatting with, and in turn this may have taken longer to deal with. But I can't say its actions are unfair or excessive, especially considering the complexity of the situation.

I've read details of how the claim was recorded by Churchill as "non-fault", and it said that it would normally ask Mr S to pay his excess until the TPI accepted liability.

Churchill said its claims handler had made an error in not recording Mr S's statement that he didn't want repairs to happen until liability had been accepted by the TPI.

I can see he was called by Churchill's repairer about repairs, an SMS message was sent and followed up with a letter. I can also see he was told more than once by Churchill that he needed to pay his excess several weeks after he made the claim:

"As you've been involved in an accident that we believe is not your fault, we need you to pay the excess in order to proceed with your claim..."

This is despite Churchill knowing that Mr S had asked that repairs didn't start until liability was accepted. Churchill's process, like other insurers, is that the excess would be paid by Mr S to the repairer when repairs are complete. So, in his case, Churchill shouldn't have continued to talk about either repairs or the excess as he'd specifically told it he didn't want repairs to start.

Churchill apologised for asking Mr S about the repairs, and sent him a cheque for £100. It's my understanding that Mr S didn't accept the compensation.

I've thought about Mr S's distress and inconvenience caused by Churchill not recording his wishes accurately, or perhaps not reading all the appropriate notes when different members of staff were dealing with him on other communication channels such as social media. I've consulted this service's guidelines on compensation, and I think the amount offered to him by Churchill is fair and in line with those as it took place over a relatively short period of time.

The file also shows me that Mr S has continued to make a complaint to Churchill about how it has tried to secure an admission of liability from the TPI and about how it communicated with him about this point. I can also see that liability for the collision has now been accepted by the TPI.

The view deals with Churchill's actions in contacting and chasing up the TPI, and I can see it did carry out actions before the Final Response was issued on 20 March. I can see that Churchill told Mr S that claims like this can take time to settle, so I think it fairly managed his expectations.

As I say above, I'm not going to go into this area more as it's subject to a further complaint by Mr S against Churchill, and I mention it here because some of it was mentioned in the view.

So, I'm not upholding this complaint because I think Churchill's apology and £100 compensation are fair. If Mr S hasn't cashed the cheque then it may have expired. If this is the case then I'd ask that Churchill re-issue payment.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 2 October 2025.

Richard Sowden
Ombudsman