

The complaint

Mr W complains about U K Insurance Limited trading as Churchill (Churchill) declining a claim under his motor insurance policy on the grounds he dishonestly claimed for the cost of repairs he said was the result of vandalism. Churchill said some of the damage was pre-existing and not the result of vandalism (it was due to a failed repair).

References to Churchill in this decision include their agents.

What happened

In July 2024 Mr W says his vehicle was vandalised while he was away travelling for nearly three months, with damage to the vehicle bonnet, a wing mirror and rear bumper. Living near a park where drug users met, he said there had been vandalism to other vehicles in his street (his previous vehicle also had a wing mirror smashed). Neighbours had seen vehicles vandalised. He said none of the damage existed before he went travelling.

However, Churchill said the damage to the bonnet wasn't caused by vandalism, based on an assessment by their approved repairer (DLG) Mr W was unhappy with DLG's position and contacted Churchill, whose claims handler agreed with Mr W the repair should be included. The claims handler contacted DLG, who maintained their view the bonnet damage wasn't due to the incident. However, the claims handler didn't contact Mr W until he phoned them and told the bonnet wouldn't be covered.

Mr C was unhappy at what he saw as mixed messages from Churchill and DLG, so he complained.

In their final response issued in November 2024, Churchill accepted they hadn't clarified the bonnet wouldn't be covered when they should, apologising and awarding £50 compensation for the misinformation they'd provided to Mr W.

Following their final response, Churchill wrote to Mr W in December 2019, repudiating the whole claim, saying that based on the evidence available they weren't satisfied the incident happened as Mr W had told them. They referred to Mr W telling them when he first notified the incident it happened on one of two days at the beginning of July. Churchill appointed investigators to further validate the claim, concluding the bonnet damage was present prior to the date reported by Mr W. Churchill concluded Mr W had knowingly given information he knew to be false, and had acted dishonestly with the intention of making a financial gain. So, Churchill repudiated the claim in its entirety and demanded he pay them £2442.81 within seven days or face legal action.

Mr W challenged Churchill's repudiation of his claim, maintaining none of the damage was present prior to his departure travelling. He'd provided the date of the damage when he first noticed it, rather than the earliest date it could have occurred. He disagreed with DLG's assessment, but that didn't make his claim dishonest. As the damage could have occurred shortly after his departure and he lived near the sea, that could account for the corrosion on the bonnet. He accepted there may have been a previous repair, given the presence of filler. The damage could have been caused by an impact. He said he would have cancelled the claim had he known it would subsequently be repudiated. He also said he had been told by

Churchill several times that the bonnet would be repaired, whereas DLG had said it wouldn't. Mr C said Churchill accepted the point but were still pursuing him for the costs. He maintained it was unfair to repudiate the entire claim.

Churchill issued a further final response in March 2025, in which they maintained their position and decision to repudiate the claim in full.

Mr W then complained to this Service, saying it was unfair for them to repudiate the entire, when Churchill had given mixed messages with DLG about whether the bonnet would be covered. What had happened caused him a great deal of anxiety, which he suffered from in general. He'd been misled by Churchill on several occasions and made accusations against him that were false. He wanted Churchill to apologise for their actions and withdraw their claim against him.

Our investigator didn't uphold the complaint, concluding Churchill didn't need to take any action. He noted Mr W didn't dispute there may have been previous repairs to the bonnet, and it wasn't Churchill's responsibility to rectify a poorly executed previous repair. Churchill had suggested a physical inspection of the vehicle, but Mr W hadn't agreed. The investigator thought Churchill had acted fairly in line with the policy terms in repudiating the claim. He also thought Mr W could have mentioned that the damage might have occurred during the three months he was travelling and there was evidence the vehicle had been used during this time. Churchill were entitled to investigate the circumstances of the claim and the investigator thought they'd reached a fair decision based on the circumstances.

Nor did he stand to gain financially, having had to pay a £250 excess. The £2,424.81 Churchill were claiming was excessive for the repair work carried out. He also questioned why Churchill proceeded with the other repairs before telling him they wouldn't repair the bonnet. He also said he wouldn't have proceeded with the claim had he known the bonnet wouldn't be covered. On the further inspection, he didn't see the point and a further inspection wouldn't have altered the position. He also said he first became aware of the damage the weekend after he returned from travelling (which would seem to be June 15th/16th from the evidence of flights he' provided).and could have occurred as early as the beginning of April. He accepted he should have reported the incident sooner. He used the vehicle after his return, which was within the three months prior to the start of July.

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.

My role here is to decide whether Churchill have acted fairly towards Mr W.

The key issue in Mr W's complaint is whether Churchill acted fairly when they repudiated his claim for damage to his vehicle, on the grounds the damage to the bonnet was pre-existing. Mr W says he wouldn't have proceeded with his claim had he known the bonnet wouldn't be covered. And while there may have been a previous repair, there was an impact on the bonnet that exacerbated the issue with the previous repair. Churchill say the evidence indicates the presence of a previous, poorly executed repair which was pre-existing.

I've first considered the sequence of events in this case. Mr W first contacted Churchill on 26 July 2024. Listening to the call recording he says he thought it happened over the weekend of 6th to 7th July. He doesn't mention his period travelling, or the possibility the damage could have occurred during that period. He subsequently mentions this period travelling (I've seen it referred to in a letter from Mr W to Churchill dated January 2025). He's also provided evidence, in the form of flight confirmations, that he was travelling from April 5th to Jun 14th.

In the letter he says the damage occurred during this period. So, he provided contradictory information about when he thought the damage occurred. Nor is it clear why, returning on June 14th, he didn't report the damage at that point (as the policy requires) until over a month later and said the damage occurred over the weekend of 6th to 7th July. He says the latter dates weren't meant to indicate the precise date as he wasn't in the UK and were the dates he first noticed the damage.

Mr W also says the visible corrosion on the bonnet was due to the vehicle standing for over three months and the damage could have occurred soon after he left to travel. And living near to the sea meant corrosion could form very quickly. And the nature of the damage meant it could have been caused by some form of impact, caused by the vandalism. But he hasn't provided any evidence to support his view, also given his decline for an independent engineer to assess the vehicle.

Mr W also makes the point that repairs to the wing mirror and rear bumper were carried out before he was told (in a call from DLG on 31 August, the vehicle arriving on 27 August) that they wouldn't be repairing the bonnet because their opinion was that the damage was pre-existing. Listening to the call, DLG say Mr W would have to contact Churchill's Claims Team if he wanted them to authorise [DLG] to repair the bonnet. However, there's no indication the damage to the wing mirror or bumper was pre-existing – unlike the indications about the bonnet. So, it wouldn't have been unreasonable for DLG to repair those elements where there wasn't doubt about the cause of the damage.

Mr W notes that Churchill gave contradictory indications that the bonnet would be repaired, which Churchill acknowledge wasn't clarified when it should have been, awarding £50 compensation. Churchill's claim notes confirm the different messages to Mr W and I consider the award to be fair. Mr W also says he wouldn't have made a claim had he known the bonnet wouldn't be covered. But from the initial call with Churchill, he agrees to the vehicle being taken to DLG with a view to being repaired and Churchill assigned a claim reference. It's also the case that at that point, pending DLG receiving the vehicle and assessing it, they wouldn't have been aware of the issue with the bonnet. And there is only four days between the vehicle arriving at DLG and their call to Mr W. So, I don't think it's a relevant consideration in the circumstances of the case.

Looking at Churchill's claim notes, they refer to the opinion of DLG that the damage was not related to the incident, saying there was months of rust on a previous filler repair on the bonnet which wouldn't have built up in the period while Mr W was away. And there was no evidence to support the view of Mr W there was impact damage on the bonnet. As an informal dispute resolution service, it isn't our role to assess claims, including whether damage from an incident was, or was not, caused by an incident or was pre-existing. In the absence of any other independent evidence on the issue, I can't conclude the view of DLG, as an accident repair specialist, was unreasonable. Particularly in the absence of a second engineer inspection of the vehicle.

Churchill refer to the following Fraud condition set out in the policy booklet:

"You must be honest in your dealings with us at all times.

We won't pay a claim that is in any way fraudulent, false or exaggerated.

If you, any person insured under this policy, or anyone acting on your behalf attempts to deceive us, or knowingly makes a fraudulent, false or exaggerated claim, we may:

- *Cancel your policy.*
- *Reject your claim and any following claims*

➤ *Keep any premium you have paid."*

Having considered my findings and conclusions, I've concluded Mr W gave incorrect information about the circumstances of the incident when he lodged his claim, given that he subsequently changed his version of events to say the damage could have happened when he was travelling. Something he didn't mention when lodging his claim. So, I've concluded Churchill acted fairly and reasonably in repudiating the claim in its entirety (the above wording provides Churchill with the ability to reject a claim). It isn't unreasonable to decline the whole claim if only one element is deemed to be due to pre-existing damage, even if the other elements are deemed due to vandalism.

In repudiating the claim, Mr W says he hasn't benefited financially. I don't agree. In making a claim for damage, part of which was found to be for pre-existing damage, he was attempting to have the bonnet repaired when it wouldn't have been covered under the policy. Which would be a financial gain for him.

Taking all these points together, I've concluded Churchill have acted fairly and reasonably towards Mr W, so I won't be asking them to take any action.

My final decision

For the reasons set out above, it's my final decision not to uphold Mr W's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 24 December 2025.

Paul King
Ombudsman