

## **The complaint**

Mr J has complained that U K Insurance Limited (UKI) trading as Churchill Insurance unfairly declined a claim on his motor insurance policy.

## **What happened**

In April 2025 Mr J submitted a claim to UKI. He told it that in January 2025 he'd driven through a pool of water which had caused his headlights to stop working. He also said the incident did some damage to the rear of his car and its wheels. He said he'd initially claimed from the relevant Government Department and whilst it had sent him a letter confirming the flooding, it said it wasn't liable for damage caused by that.

UKI said it would ask one of its approved repairers to fix the car. However, one of UKI's in-house engineers said he thought it was unlikely that the damage was caused in the manner Mr J described.

UKI then appointed an independent engineering firm to inspect Mr J's car. The Independent Engineer produced a report on 12 May 2025. He didn't think the damage to Mr J's car had been caused by flood water. UKI refused to pay the claim. But, before it told Mr J that, its approved repairer contacted Mr J and asked him to collect his car.

Mr J complained. UKI was satisfied that its reason to decline the claim was the right one. But it acknowledged that it should have told him it was refusing his claim before the approved repairer contacted him. It offered him £25 compensation for that mistake.

Mr J brought his complaint to the Financial Ombudsman Service. One of our Investigators considered it. He didn't think UKI needed to take any further action. Mr J submitted further evidence to us which he believes supports his claim. Our Investigator put this to UKI. UKI said this didn't change its decision. Similarly our Investigator wasn't persuaded to alter his assessment of the complaint. However he said that if Mr J could produce a report from a manufacturer approved garage confirming that the cause of the issue was driving through water he could put this to UKI and ask it to reconsider its decision.

Mr J remained dissatisfied so, as the matter is still unresolved, it's been passed to me to determine.

## **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.

In bringing this complaint and responding to our Investigator's assessment of it Mr J's made a number of detailed points. I've considered everything he's said and all the evidence submitted both by himself and UKI. But in this decision I don't intend to refer to each and every issue raised. Instead I will focus on what I see as being the key points at the heart of Mr J's complaint and the reasons for my decision. Our rules allow me to take this approach. It simply reflects the nature of our service as a (generally) free alternative to the courts tasked with resolving complaints with the minimum of formality. So, if there's something I haven't mentioned, it isn't because I've ignored it. Instead I'm satisfied I don't need to comment on every individual argument made to be able to reach what I think is a fair and reasonable outcome in all of the circumstances.

Mr J's explained that he was driving down an unlit road when his car went through a pool of water. He said warning lights came on in the car immediately and his headlights started flickering. They stopped working within 24 hours. He took his car to a garage for a repair estimate. That garage produced a video which said that his headlights weren't working because there was water in them causing them to fail. So given that Mr J said the problem occurred after driving through a pool of water, and a garage told him it was water in the headlights causing them to fail, I can entirely understand why he believes the two issues are connected.

However, UKI's in-house engineer noted that Mr J had said his car did not suffer from any 'misfire' issue, which the in-house engineer would have expected if the car had driven through floodwater deep enough for the headlights to become filled with water. So UKI asked an independent engineering firm for its opinion on the likely cause of the issues with the car.

After inspecting the car the independent engineer produced a report of his findings. Amongst other things he found that the damage to the bumper and wheels was not caused by the water. He also noted that the model of Mr J's car is known for suffering from issues with condensation inside the headlights.

The independent engineer also commented that there was no tidemark on the lights lenses, which he would have expected if the lights had become filled with water. He also said there was an absence of silt and leaves in the engine bay which is typically seen when a car has driven through flood water. So he concluded that driving the car through water had not caused the issues with the headlights. UKI relied on this report when declining Mr J's claim.

To counter that Mr J has pointed out that the garage's video said that his problem was caused by water in the headlights. In addition he's provided a more recent invoice for repairs to the car's water pump and other components which said that it was "likely due to water ingress in the headlights". Mr J's said that each garage he's taken the car to has referred to water ingress and – by definition – ingress means water entering whereas condensation is a build-up of moisture inside the headlights. He said therefore that the garages' comments on the presence of water ingress are findings that the damage was caused by flood water and not condensation.

I've thought very carefully about Mr J's arguments here. I accept Mr J's testimony that the flooding occurred as he said and that he drove his car through a pool of water. I also accept that he identified the issues with his car soon after. So, again, I can understand why he believes that event caused the problems.

However, I also need to consider the expert evidence provided by the independent engineer. I've also noted the references to "water ingress" on the estimates and invoice Mr J's provided. But I don't find those persuasive that the water necessarily entered the headlamps by flooding. It's notable that only one of the garages Mr J took his car to have made a specific finding on how the water got into the headlamps. On that occasion the garage sent Mr J an email which said that – given the amount of water in the headlights – it would be consistent with flood damage.

Where, as here, I'm faced with contradictory evidence I need to decide which evidence I think carries more weight. On the one hand I have the report of the independent engineer who found that the issues were not caused by flood water. On the other hand there are references to water ingress from the garages and also the relatively recent comment from one garage that the water in the headlights was consistent with flood damage. And having thought about this very carefully, on balance, I attribute more weight to the findings of the independent engineer.

That's because the independent engineer was specifically tasked with examining how the damage occurred, whereas it's likely the garages were focused on assessing repair costs or actually repairing the car. And it's more likely than not the Mr J told the garages that the

water had got into the headlights after driving through a pool of water, so they would have believed that the term water ingress was appropriate. But even if he didn't tell the garages that, I wouldn't find a comment on a garage estimate or invoice that there was "water ingress" a conclusive finding that this was caused by flood water.

Also the independent engineer has produced a detailed report. And he's supported his findings with images and references to things like the absence of a tidemark on the headlamp lenses and the lack of silt etc in the engine bay that he would have expected to see. So he's concluded that this was inconsistent with flood damage. In addition he's included after his signature a list of the organisations he's a member of and his technical accreditation including, for example, the Institute of Automotive Assessors, which I think, make him suitably qualified to provide such an opinion.

In contrast the only comment from the garages to the damage being caused by flood water was from one garage which has produced its opinion in two sentences. And it appears that conclusion is entirely based on the amount of water in the headlamps. Although there was no explanation or estimate of exactly how much water there was or why it couldn't have formed from condensation. In those circumstances I'm persuaded the detailed findings of the independent engineer carries more weight than the evidence from the garages. So, I'm satisfied it was reasonable for UKI to rely on the independent engineer's findings when deciding to decline Mr J's claim.

I'll add that the independent engineer's report also explained why the damage to the boot and wheels were not caused by the flood water. Mr J has described these as secondary issues and I note he hasn't provided any evidence other than his own comments to support why he believed this damage happened when driving through the pool of water. So, given that I find the expert evidence of the independent engineer persuasive, I also think it was reasonable for UKI to rely on that when turning down those elements of Mr J's claim.

I appreciate that, given the significant passage of time since the event leading to the claim, it would be very difficult now for another engineer to be able to definitively determine how the water got into the headlamps. But, that was what UKI asked the independent engineer to do. And, while instructed by UKI the independent engineer had no reason to give anything other than his professional opinion based upon his knowledge and expertise. And his conclusion was that the damage wasn't caused by flood water. So, given that independence, I don't think that Mr J has been prejudiced, as he's argued, because he hadn't, before complaining to this service, instructed his own engineer to similarly investigate the cause of the issue.

In support of his claim Mr J has also referred to a letter from UKI dated 16 October 2025. Mr J says that in that letter UKI confirms that flooding caused the damage to his car. But I think that misinterprets what the letter actually says. I haven't seen what prompted UKI to write the letter, However, in it UKI summarises a letter the relevant Government Department wrote to Mr J explaining why it said it was not responsible for the damage to Mr J's car. In UKI's letter it said that "they", that is the Government Department, had investigated Mr J's claim to it and concluded that Mr J's car was damaged by flood water. In other words it was the Government Department who found the damage was caused by flood water not UKI And UKI's own findings have been consistent that the damage was not caused by flood water. So the 16 October 2025 letter does not persuade me that UKI agreed that the damage was caused by flood water.

### **My final decision**

For the reasons set out above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 23 December 2025.

Joe Scott

**Ombudsman**