

The complaint

Miss Z complains that UK Insurance Limited, trading as Churchill ('Churchill'), did not repair her vehicle to a satisfactory standard following an accident. Miss Z further complains about the service she received from Churchill when it was dealing with her claim.

What happened

Miss Z has a fully comprehensive motor insurance policy with Churchill. In April 2023, her vehicle was damaged in an accident. Churchill then arranged for the resulting repairs to be undertaken. Miss Z's car was then taken to a nearby garage ('Garage A').

Miss Z says Garage A told her the vehicle would be repaired and returned to her shortly after 2 May 2023. However, on 27 April 2023, she was informed her car would be ready the next day and she would have to pay the excess then. Miss Z says it was difficult for her to gather the excess of £350 together at such short notice.

Miss Z says the car was returned to her with numerous faults. Miss Z said examples of the faults were: the rear driver's door was not fitted correctly and did not close properly; the driver's door did not fit correctly; the sill moulding was scraped and damaged; there was blotchy paintwork at the bottom of the driver's door; overspray on the driver's door; and a crease on the driver's door under the mirror. Miss Z says Garage A sent an engineer to repair the faults, but he was unable to do so at her address because the repairs were too large.

In May 2023, Miss Z obtained an estimate from her own repairer ('Garage B') who suggested extensive repairs were required, including a new driver's door. The total estimate for repairs was £4,809.

Churchill then instructed an independent engineer to assess Miss Z's vehicle. The independent engineer said he thought some polishing of the inner doors was required due to overspray. He tested the rear door and did not identify any issue with it closing, but said it was possible a minor adjustment may be required. He did not think a new door was necessary. Altogether the independent engineer said the repairs should take no more than an hour at a rate of £60+VAT.

Miss Z did not accept the independent engineer's report and said that it did not reflect the discussions they'd had in person at the inspection.

Churchill considered all of this and ultimately offered to pay £250 to Miss Z to compensate her because the repairs had not been carried out to the standard expected. It also accepted that her expectations about when she would get her vehicle back had not been met and that she'd had to request documents several times before Churchill provided them.

Miss Z did not accept Churchill's response and she complained to this service. Our investigator considered the complaint but thought Churchill's offer of compensation was a fair way to resolve the complaint. Miss Z did not agree with that view and so the matter has been passed to me for an ombudsman's 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.

I appreciate Miss Z will be disappointed with my decision, but I haven't upheld the complaint. I'll explain why.

The terms and conditions that apply to Miss Z's policy say that where her car has been accidentally damaged, Churchill will arrange to repair it or pay to have it repaired. In this case, it arranged for the vehicle to be repaired, but Miss Z says those repairs have not been undertaken to a satisfactory standard.

To assess whether the repairs were satisfactory, Churchill instructed an independent engineer. I note that Miss Z says she believes the engineer has a conflict of interest, but she did not elaborate on what she believed that conflict to be. I haven't seen any evidence to suggest that there was a conflict of interest in this case.

I know Miss Z took issue with the independent engineer's report because she felt it did not reflect the discussions that took place when her vehicle was inspected. I wasn't there, so I can't say for sure what was said during the engineer's visit. I have no reason to doubt that what Miss Z told us is her honest recollection of what happened during the engineer's visit. But even if the independent engineer's written conclusions were different to what was discussed at the visit, that doesn't mean he did anything wrong. It is possible his conclusions were different because he'd had time to reflect on what he'd seen or had received additional information about the accident or the work Garage A undertook.

I've thought carefully about Miss Z's concerns about the independent engineer's report, but I haven't seen anything that would reasonably undermine his conclusions. On that basis, I have given significant weight to the independent engineer's report.

With that in mind, I can see the independent engineer agreed with Miss Z that repairs had not been undertaken to a satisfactory standard. He said there was some overspray on the front and rear door and recommended that they both be polished. Although the engineer did not note any difficulty with the rear door closing, he said it was possible a small adjustment to the rear door may be necessary and took account of this when recommending one hour's remedial work.

I know Miss Z strongly believes that further repair work is necessary in line with the estimate she obtained from Garage B and that the rear door should be replaced. However, the independent engineer's view is that if there was an ongoing problem with the rear door, it could be remedied with a small adjustment. With that in mind, I can't say it would be reasonable to tell Churchill to replace the door here.

Garage B recommended a new driver's door. However, the independent engineer explained why he believed difficulties with the driver's door were not related to the accident. He said Garage A had not removed the driver's door as part of the repair process, so it could not be responsible for any issues with the mechanics of the door. He noted considerable body filler that he said had most likely been caused by a poor repair carried out previously. He also said the crease under the driver's mirror was not accident related. In considering the independent engineer's comments, I can't say it would be fair to require Churchill to replace the driver's door.

Miss Z said the sill moulding was scraped and damaged. The independent engineer considered this and found that Garage A had removed the sill only for blending purposes. It had not painted the sill and no accident damage had been noted by Garage A upon inspection. The engineer said that any paint damage to the sill was not accident related. It follows then that it wouldn't be fair for me to tell Churchill to undertake any further work on the sill and moulding.

I know Miss Z told us that a representative from Garage A had come to look at the condition of the vehicle. She says it was agreed extensive remedial work was needed. I've seen a

copy of the document signed by the Garage A representative. I can see that it does list a number of apparent faults. But I can't say that the representative has agreed that all the faults were attributable to Garage A or that they arose from the accident. The independent engineer was of the view that some of the work, for example, overspray on the headlamps could not be attributed to Garage A.

Putting all of this together then, I'm satisfied that the independent engineer's recommendation of remedial work to polish the overspray and to make the necessary adjustment to the rear door is fair in all the circumstances of this case.

I can see there has been some discussion about whether Churchill should provide a cash in lieu payment to Miss Z. I don't think it was unreasonable for Churchill to say that it would pay for repairs instead. Miss Z said she does not want Garage A to undertake these approved repairs. Our investigator set out the necessary steps for the repairs to be undertaken by a garage of Miss Z's choice. She also explained that any such repairs would not be guaranteed.

Miss Z complained that she was given insufficient time in which to pay the £350 excess to Garage A and that the car was ready earlier than she had been told. I appreciate that having to find £350 to cover the excess is not easy. But as our investigator said, Miss Z would have known the excess was payable when the car was taken in for repair. I note Churchill did recognise that Miss Z was given conflicting information about when the car would be ready, and it took account of this when it offered to pay compensation.

I can see that Miss Z did raise some further customer service issues as part of her complaint. But I agree with our investigator that the compensation of £250 that Churchill already offered is sufficient to address those concerns and for the repairs not being carried out to a satisfactory standard.

For all these reasons, I'm afraid I haven't upheld this complaint, which means Churchill is not required to take any further action. I'll leave it to Miss Z if she wants to allow the further rectification work to be undertaken by Churchill's repairer.

My final decision

I don't uphold Miss Z's complaint about UK Insurance Limited, trading as Churchill.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss Z to accept or reject my decision before 12 December 2023.

Nicola Bowes
Ombudsman