

The complaint

Mr L complains about the repairs that esure Insurance Limited made to his car after a claim on his motor insurance policy.

What happened

Two days after it was serviced, another driver drove into the front of Mr L's parked car. Mr L made a claim and a month later the car was taken for repairs at esure's approved repairers. The car was repaired but Mr L reported a problem with the cruise control warning light. The repairer checked the car and said this was a past fault and the cruise control worked normally. Mr L said the fault recurred and asked for his car to be taken to a dealership garage.

Over the next five months, the approved garage reinspected the car and said there was no fault. The garage then said there was evidence of a second incident since it had made the repairs. Mr L raised a complaint with esure.

esure replied that its engineers thought there had been a second incident since the repairs had been made. It said the garage had shown that the cruise control fault appeared 4,000km after the repairs.

Mr L took his car to a dealership garage. It removed the front bumper and found no evidence of a second accident. It said the garage had glued on parts rather than replace them. It said the radar was bent causing the cruise control fault. esure insisted there had been a second accident. But it paid Mr L £75 compensation for delays in the claim. Mr L paid for the repairs as his lease was ending. Mr L wanted a refund of the cost of repairs and further compensation.

Our Investigator recommended that the complaint should be upheld. She thought esure's compensation wasn't sufficient for the nine month's delay in addressing Mr L's concerns by taking the car to a dealer's garage and its poor communication. So she thought it should pay Mr L £175 more (£250 in total).

She thought esure hadn't shown that there had been a second accident and that the fault pre-dated when esure thought this had occurred. She thought esure hadn't fully considered the report from the dealer's garage. And so she thought esure should reimburse Mr L for the cost of the engineer's report and repairs, £735.05, with interest.

esure didn't reply to the Investigator's view, so the complaint has come to me for 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.

I can understand that Mr L feels frustrated that his car wasn't fully repaired the first time it was taken to esure's approved garage. And I can see that Mr L paid for the repairs to the radar eleven months after the accident and following numerous emails to esure and after he

had sent in photos, videos and an engineer's report showing the fault. But esure still insisted that the fault had been caused by a second accident.

We're not engineers. We don't assess whether or how damage to a vehicle would be caused as this is a matter for the experts in these situations, the insurance companies and engineers. Our role in these complaints is to determine whether an insurance company has considered all the available evidence and whether it can justify its decision to not pay for additional repairs.

And in Mr L's case, I'm satisfied that esure hasn't reasonably considered the evidence and so hasn't justified its decision not to pay for the repairs to the cruise control and radar. I think this for the following reasons.

esure confirmed its garage's view that this damage had been caused by a second accident that occurred 4,000km after the repairs, which would be in February 2022. But I don't think this is reasonable as:

- The fault hadn't been evident when the car was serviced a few days before the accident.
- Mr L had been reporting the fault since July 2021 after the first repairs were completed.
- I haven't seen an engineering report from esure to show that there has been a second accident, just an email exchange and two photographs.
- A previous inspection by esure's garage hadn't noted evidence of a second accident.
- Mr L has provided an engineer's report, following stripping of the car and an inspection, to confirm that there was no evidence of the second accident.
- The same report also found that the garage's repairs hadn't repaired the bent radar.

So I'm not persuaded that esure reasonably considered all the evidence available. And so I'm satisfied that it hasn't justified its decision that the cruise control fault wasn't related to the accident. And nor has it justified its decision not to pay for the repairs to the radar. I think it should reimburse Mr L for this cost and his engineer's report. And, as he's been without his money for some time, I think it should reasonably add interest to this amount.

I can see that there have been significant delays in the claim:

- It took a month following the claim notification for esure to take the car for repairs.
- It took two months after Mr L reported the fault to the garage for it to be taken back for inspection.
- Following this, the garage said it would take the car to the dealer's garage for inspection. But this didn't happen until Mr L arranged it nine months later.

And I can also see that Mr L had to pursue the garage and esure for updates and responses. He sent in photographs and videos to evidence his concerns. And he had the trouble of arranging for his car to be inspected and repaired by the dealer's garage.

I think this was avoidable and caused Mr L significant trouble and upset. Our Investigator thought esure should increase its compensation for this to £250 (£175 further). And I think that's fair and reasonable as it's in keeping with our published guidance for the impact the errors had.

Putting things right

I require esure Insurance Limited to do the following:

1. Reimburse Mr L for the cost of the inspection and repairs he had made, £735.05, adding interest to this amount from the date of payment to the date of settlement†.

2. Pay Mr L £175 further compensation (£250 in total) for the distress and inconvenience caused by its handling of his claim.

†If esure considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr L how much it's taken off. It should also give Mr L a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

My final decision

For the reasons given above, my final decision is that I uphold this complaint. I require esure Insurance Limited to carry out the redress set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 5 January 2023.

Phillip Berechree
Ombudsman