

## **The complaint**

Miss A complains about how esure Insurance Limited handled her claim on her car insurance policy.

## **What happened**

Miss A had a car insurance policy with esure. In July 2022 she made a claim after the rear screen of her car was damaged and required replacement.

esure instructed an agent to provide a replacement. An appointment was booked for 9 August 2022, however the agent cancelled the appointment the day before it was due to take place and booked an appointment for a temporary repair in its place. esure say this was because the replacement screen wasn't in stock.

Miss A cancelled the temporary repair and organised the replacement of her rear screen the following day with another company. Miss A says the replacement screen was branded with the same name as esure's agent so felt it had incorrectly cancelled the appointment due to the screen not being in stock.

Miss A complained to esure about the poor service she received. esure didn't uphold the complaint but did refund the excess applied for the replacement. Miss A wasn't happy so referred the complaint to our service.

Our investigator recommended the complaint be upheld. She said she thought esure was responsible for making sure the claim was progressed reasonably and she didn't think it had been. She said the temporary repair could have been offered to Miss A sooner as she needed the car for work. She also felt esure could have contributed towards Miss A's repair costs as set out in the policy.

Miss A accepted our investigator's recommendations, however esure didn't initially respond. So the complaint was 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.

Having done so, I agree with our investigator's outcome for the following reasons:

- Miss A's policy is with esure, so it is responsible for how claims are dealt with. When Miss A made the claim she was told the screen was in stock and a screen replacement appointment was booked. However, a day before the appointment Miss A was told the screen was out of stock. This would have been frustrating for her as she was expecting the replacement to take place.
- While I appreciate there can be some factors out of esure's agents' control, if the replacement screen wasn't initially available, she shouldn't have been told it was.

And so in the circumstances I think she should either have been offered a temporary repair or allowed to source the screen elsewhere at the time she made the claim. If this had been done Miss A wouldn't have been without use of her car for this period.

- Miss A says she was unable to get to work due to her remote location and so had to take unpaid leave. While I understand this would have been inconvenient for her, she did agree to go ahead with the original appointment date provided by esure's agents. She was also able to get the replacement screen obtained elsewhere for the same date, so I don't think the poor service had significant impact on what she was planning to do. She could also have used other transport such as a taxi to get to work if needed.
- Because Miss A decided to have the screen replaced elsewhere due to the delays I think it's fair that esure has returned the excess payment she made. But the policy terms and conditions also say, "If you choose not to use Autoglass who are our recommended repairers, we will not pay more than £100 towards each incident." So I don't think esure was fair or reasonable in the way it resolved Miss A's complaint.

For these reasons I agree that esure should reimburse Miss A £100 towards the payment of the replacement screen. It should also pay a total of £50 compensation for the distress and inconvenience it caused.

### **My final decision**

For the reasons mentioned above, I require esure Insurance Limited to:

- Reimburse Miss A £100 towards the cost of the replacement screen.
- Pay Miss A a total of £50 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 27 March 2023.

Jag Dhuphar  
**Ombudsman**