

## The complaint

Ms F says that when she made a claim on her motor insurance policy the garage instructed by esure Insurance Limited to carry out repairs caused further damage to her car

## What happened

Ms F's car was damaged when she hit a deer. She says the car had a full service and diagnostic check the day before it went into esure's garage ('garage G') for repair and that no issues were found. But when the car was returned by garage G the heater wasn't working. Ms F thought the fault must be repair or accident related. Garage G told her she shouldn't drive the car, as there might be an airlock in the radiator. But Ms F had already driven it 100 miles.

Garage G took the car back and it was returned to Ms F after a month. esure didn't agree to repair the issues with the car (its heater, head gasket and an airbag warning light). It said the car had been sent to a dealership garage for assessment whilst with garage G and that the garage didn't think the problems were repair or accident related. esure said its senior engineer thought the car's worn water pump was the problem and had noted that it was a common issue on her type of car. It said garage G should have noted this and should have told Ms F earlier, so it offered her £150 for poor service. And it said if she provided a report from a dealership garage that supported her view it would consider that report.

Later, esure decided to send the car to another dealership garage. Ms F said that garage should be told about the work garage G had carried out, but esure didn't agree. It said cars were sent to dealership garages for those garages to diagnose faults independently Ms F didn't get her own report, as esure had suggested. But she said esure should have asked the dealership whether, when the initial work was done by garage G, if the radiator wasn't bled properly and had an airlock, that would have caused damage to the heater and head gasket. She pointed out that the dealership garage esure had used had commented on the head gasket issue at her request. It said it couldn't say if it was damaged in the accident, but it said if there was coolant in the system that wasn't bled properly, that would have caused the car to overheat, and the head gasket might blow.

One of our investigators reviewed Ms F's complaint. He noted that given the car's age and mileage, wear and tear to it was likely, but he thought it was also likely that further damage had been caused during the repairs. He noted that problems emerged soon after the repairs were done, that there were no previous problems with the heating system and that garage G had carried out work in the area where the damage was located. He also noted that the dealership garage wasn't told what work was done by garage G, so any opinion from it was compromised. He said esure should pay for the repairs, but it didn't agree, so the complaint was passed to me for review. I issued a provisional decision as follows:

*From the details I've seen I don't think it's clear what information, if any, was given to the dealership garage(s) about the repairs carried out by garage G to Ms F's car. The investigator asked esure to provide such information to us, but it hasn't done so. And I can't see how a dealership garage can give a fully informed opinion about a vehicle's issues if it*

*doesn't know about the vehicle's recent history. esure says dealership garages don't need that information. But in this case I think an independent review of the likely cause of the problem, as well as a diagnosis of it, was needed, taking into account the work recently carried out on the vehicle by garage G.*

*esure says the dealership garage told it the damage wasn't accident related and that it wasn't repair related either. I've seen the email from the dealership garage to esure that says it can't confirm the head gasket was damaged in the accident. But I haven't seen anything to show that the dealership garage referred to the repairs. esure says the dealership garage concluded that the problem was caused by the car's failed water pump, which its own engineer says is a common fault. It says the garage should have noted that earlier - hence the compensation offer to Ms F. But the dealership garage also told esure and Ms F that an airlock / coolant in the system could have caused the problem, so there are conflicting views that aren't helpful.*

*Given the age and mileage of Ms F's car, I think there must have been a significant amount of wear and tear on its engine. The car was no doubt well looked after – but worn parts can fail at any time. Ms F drove the car for 100 miles before she noted any problems with it after the repairs were done, although I don't think that's conclusive in itself. Having said that, I think esure should have ensured that all the available evidence was presented to the garages it consulted, given the circumstances in which the issues arose. As the investigator pointed out, problems developed soon after garage G had worked on the car – in the area where the work took place – and there was no previous history of any issues.*

*Based on the information I've seen, I'm minded to conclude that I can't be sure the issues with Ms F's vehicle arose from the repairs done by garage G. But given the circumstances and the lack of persuasive evidence either way (which I think is something esure could have avoided, had it done more to try to resolve the situation) I'm minded to uphold the complaint. I think it would be reasonable for esure to pay for half the necessary repairs, based on Ms F's invoice, or provide a cash sum in lieu of repairs. I think it should also pay Ms F £300 compensation, to reflect the distress and inconvenience caused to her by the way the claim has been handled.*

*I asked the parties to comment on my provisional findings. esure accepted them. Ms F showed that the car had a new water pump fitted in February 2020. We asked esure to comment. One of its senior engineers said that it was 21 months before the accident, during which the car was driven 27,000 miles. He said the manufacturer's guarantee is for a year. I issued a second provisional decision, as follows:*

*esure's decision not to repair the car was largely based on the fact that its engineer thought the car's water pump was worn, plus the dealership garage's comment about there being no record of it having been replaced. When I issued my first provisional decision, I thought those points were significant - as had the water pump not been replaced, it could reasonably have been seen as a possible or even a likely cause of the overheating. Therefore one explanation for the damage to the engine didn't involve garage G's actions.*

*esure didn't ask the dealership garage to comment on the evidence Ms F sent us recently about the new pump, but esure's engineer said there would have been no record of it for the garage to find if the work wasn't done at a dealership garage. He didn't comment on the point we made about new water pumps normally lasting for at least 60,000 miles (Ms F's car had been driven for less than half that distance) regardless of the manufacturer's warranty.*

*Given the new information, I think it seems unlikely that the new pump was excessively worn. If not, it's unlikely that it would have caused the overheating in the engine. esure's*

*engineer noted initially that undue wear is a common problem in water pumps made for this make of car. But my understanding is that it isn't vehicles of a type similar to Ms F's car where the problem applies. And the dealership garage's initial comment about the water pump related to the lack of evidence of it having been replaced, not to a common fault. It said a failure to replace the pump wouldn't have helped with the engine's overheating.*

*I'm now minded to conclude that if the water pump is unlikely to have caused the engine's overheating, it's more likely than not that the damage was done in the course of the repairs. In particular, it seems garage G may have left coolant in the system that shouldn't have been there. The dealership garage's independent review was limited by not having any information about the repair work to consider - but it told Ms F that undrained coolant could have caused overheating. I still can't be certain what caused the problems with the engine, but on the balance of probabilities, I now think the repairer is likely to have been at fault.*

*Ms F told us recently that she hasn't had the car repaired, so I'm minded to say that esure should arrange and pay for the full cost of the repairs at a dealership garage, as well as paying Ms F £300 in total for distress and inconvenience.*

I asked the parties to comment on my further provisional findings. Ms F accepted them and esure said it had nothing to add.

### **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.

As neither party commented on my second provisional decision, I see no reason to depart from the reasoning and findings set out in it.

### **My final decision**

My final decision is that - for the reasons set out above - I uphold this complaint. I require esure Insurance Limited to arrange and pay for the full cost of the repairs to Ms F's car at a dealership garage, as well as paying her £300 in total for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms F to accept or reject my decision before 18 May 2023.

Susan Ewins  
**Ombudsman**