

The complaint

Mr L is complaining about the way esure Insurance Limited has repaired his car after he made a claim on his car insurance policy.

What happened

The facts of this complaint are well known to all parties, so I won't set them out in detail. But in summary Mr L is unhappy with the way esure handled a claim he made on his car insurance policy. The outstanding issues he's raised are as follows:

- There are repairs that weren't carried out to a satisfactory standard – notably paint flaking away in parts and water ingress into the boot. He got an estimate from his local garage of around £10,200 to fix the issues.
- The repairs took a significant period of time and he thinks it's unfair he had to pay for insurance during that time.
- The garage drove the car around 80 miles and he wants esure to refund the cost of petrol used.

esure offered to pay Mr L around £2,000 towards the repairs, which is the amount it estimates it will cost to fix it, to enable him to use a garage of his choice. It also offered him £450 in compensation. Mr L didn't think this offer was fair, so he referred his complaint to this Service.

I issued a provisional decision upholding this complaint and I said the following:

"I'm conscious a lot has happened in this claim, but most of this has been resolved previously and isn't part of this complaint. In this decision I'm considering what esure needs to do to rectify any poor repairs carried out by the repairing garage. I'm also considering whether it should pay any further compensation."

Repairs to the car

Mr L has highlighted a number of issues with the paintwork, following the respray carried out by esure's approved repairer. It's not disputed that esure needs to put this right, but the issue in question is now how it should go about doing so.

esure has offered to pay Mr L around £2,000 to enable him to go to a garage of his choice to get the issues resolved. But, Mr L's garage has quoted around £10,200 to resolve the matter. However, it seems to me that this is to carry out a full respray of the car and I don't think this is necessary. While I acknowledge there are a number of blemishes on the respray, they are minor in their nature. So I think localised repairs and respray would resolve this matter.

I'm also persuaded by what Mr L has told us that the issues related to the water ingress in the boot are related to the repairs that were carried out. I'm persuaded by Mr L's testimony regarding this and I think it's most likely that the water ingress is occurring as a result of parts not being refitted correctly. So I think esure should arrange to put this right too.

I'm satisfied that esure's initial offer of £2,000 for Mr L to be able to use a local repairer was fair in the circumstances. But I think Mr L should also be entitled to require esure to put things right. However, I acknowledge Mr L has lost faith in the initial repairing garage and I can understand why. esure has numerous repairing garages on its approved repairer network. So if Mr L is unwilling to allow the car to return to the original repairing garage – which would be the usual process in these circumstances – then esure should arrange for the car to go to another garage on its approved repairer network. It should also provide him with a courtesy car during that time if he requires one.

I note Mr L has queried why he wasn't given the option to use a different approved repairer before instead of himself having to look for garages to do the rectification work. But, as I said, it's usual practice for the car to go back to the original repairer. And I think esure was looking to assist Mr L by giving him the option to use a garage of his choice to put things right. So I'm not persuaded esure has treated Mr L unreasonably in this regard.

Should esure pay further compensation?

Mr L is unhappy with how long it took to resolve the claim and he wants esure to refund the amount he paid for the insurance during that time. But I don't think it needs to. Where something has gone wrong – such as a claim taking longer than it should do – we look to put the consumer back in the position they'd be in if everything had gone as it should have done. In this case, Mr L was always going to have to pay his insurance policy, so he's not out of pocket as a result of any delays that may have occurred. And he's had the benefit of the insurance policy in having his claim settled. So it follows that I don't think esure needs to refund any part of the insurance premium.

Mr L is also unhappy that the repairing garage drove around 80 miles in his car. But repairing garages will generally carry out a road test following repairs, to assess the work done on the car. And I haven't seen anything to show that Mr L's car was driven more than it should have done. So I can't reasonably require esure to compensate him for this. However, Mr L has suffered a large degree of distress and inconvenience as a result of what's happened. However, since our involvement, esure has now agreed to pay Mr L a further £150 in compensation in addition to the £450 it's already offered. And I think that's fair, so I don't think it needs to increase the amount it's offered any further."

Neither party accepted my provisional decision.

Mr L said I hadn't referred to a lot of things that had happened and he didn't think the situation was as clear cut as I'd said. And he set out the following:

- esure initially offered him £3,000 to put things right, but later reduced it to around £2,000. He doesn't think this cost would cover the parts alone that were broken;
- He set out that there were a number of things still outstanding:
 - Front lower bumper splitter
 - Boot lid is broken
 - Missing parts from the engine bay
- He maintained that a full respray is required. He said he visited numerous garages, but they weren't willing to carry out any work as he says they told him the paintwork was so poor. He says a paint specialist said the paintwork was poor all over the car. He highlighted that esure's engineer inspected the car on a dull wet day, so didn't see a true reflection of the poor quality and contamination of the paintwork. He said the paintwork is getting worse.
- He maintained that there was no reason for esure to drive the car. And he said esure

had agreed to refund the cost of the fuel.

- He said he'd bought custom fit mats, but they didn't fit. However, due to the length of time esure had the car, he wasn't able to return them. And he says esure had agreed to refund these costs.
- He thinks it's unfair that esure made him go to numerous other garages if it had other approved repairers available.

esure responded to say it didn't think Mr L had raised issues with the boot leaking before. And it said the other issues he'd raised were down to wear and tear. It also said that it had actually paid Mr L £950 in compensation throughout the complaint journey. So it didn't think it needed to pay anything further. Finally it said that it didn't have any other approved repairers in the area other than the garage it initially used. It queried whether, if Mr L is unhappy with its chosen garage, it could settle the claim on a cash-in-lieu basis based upon the costs set out by the independent garage who inspected Mr L's car in November 2021.

In June 2023 I issued a second provisional decision and I said the following:

"I should first set out that esure has shown that it has actually paid Mr L a total of £950 in compensation. It's paid him £800 in compensation over four separate offers and it's waived his £150 excess that he would have had to pay under the terms of the policy. I'm now satisfied that this is fair compensation, so I don't think it needs to pay him anything further.

The issue that remains outstanding is what repairs need to be carried out. Firstly, I note Mr L has commented about other damage – not including the water ingress in the boot. But the issue with the boot not working properly was considered in a previous complaint he raised with this service so I'm not commenting further on this. The primary issues in question in this complaint relate to the quality of the paint respray and water ingress in the boot. I've also considered whether esure has a liability regarding the other issues raised in the independent inspection carried out in November 2021.

Since issuing my provisional decision, I've asked esure to provide further comments regarding Mr L's response. esure has confirmed it agreed to refund the cost of the mats if they didn't fit. I think this is fair.

I note esure has said it doesn't think Mr L raised the issue with the boot leaking water before. But I can see he said he sent emails to esure in August and November 2021 highlighting issues with water ingress. So I'm satisfied that this issue was part of the concerns Mr L raised before. esure hasn't given me anything to show that my conclusion regarding this was unfair. So I remain of the opinion that it should arrange to put this right.

I can also see that the independent inspection has set out a number of other concerns. But I'm inclined to conclude that most of these are likely to be pre-existing issues. I'll now explain why:

- *"Top cover trim between front bumper and front panel insecure with clips missing" – On balance, I think this is likely to be related to the repair as it's likely the bumper would have been removed to facilitate the respray. So I think esure should arrange to put this right.*
- *"Nearside wheel arch liner screws insecure and one missing." – I'm not persuaded this is down to the repairs carried out. Reviewing the photos, I think it's most likely this was a pre-existing issue as I see no reason why these screws would have been removed by the repairing garage to facilitate the repair.*
- *"Lower front bumper grille broken." – I'm not persuaded I've seen anything to show that this was damaged by either the incident or the repairing garage.*

- *“Missing parts from the engine bay” – I’m not persuaded I’ve seen enough to set out that these parts were likely to have been misplaced by the repairing garage.*

So I think esure is only required to resolve the issue with the top cover trim being insecure.

I note esure has set out that it may not have any other approved repairers in the area to carry out the repairs to Mr L’s car. And it’s queried whether it could settle the claim as a cash-in- lieu of repairs settlement in line with the cost estimate of the approved repairer. I’ve also considered Mr L’s comments that the level of paintwork was really poor.

I think esure should make reasonable attempts to source a garage to carry out the required rectification work. But, if this isn’t possible or Mr L is unhappy with the chosen garage, I think it would be fair for esure to settle the matter on a cash-in-lieu of repair basis and it’s fair to assess this based on the cost estimate of the independent assessor. I’ve considered Mr L’s comments that the paintwork was poor. But I remain of the opinion that a full respray is not required. And I think this appears to have also been the opinion of the independent inspecting assessor. So I remain of the opinion that the repair estimates Mr L submitted aren’t a fair reflection of the actual cost of repair.

Finally I’ve thought about Mr L’s comment that esure said it would refund the cost of the fuel used for while the car was in its possession. But esure has told me that it doesn’t have anything to support this. I also haven’t seen anything to confirm it did say as such. But, even if it did, for the reasons I set out in my provisional decision, I’m not persuaded it’s required to honour this.”

esure responded to accept my provisional decision. But Mr L didn’t agree and, in particular, raised the following points:

- The paint coming off the car is something that has started to happen after esure first offered £3,000 to resolve the issues. So he said maintained the amount esure is proposing to pay as a cash settlement is sufficient to rectify the outstanding issues.
- He maintained the garage didn’t need to drive the car and he reiterated esure had previously agreed to refund the cost of petrol.
- He said the estimated £10,200 wasn’t just the cost of a respray, but it included labour and materials as well.
- The lower bumper was damaged by the vandal who stood on the splitter and broke it.
- The damage in the boot is a panel that was broken when the garage decided to take the boot apart or when the garage said they received his car back in bits.
- The missing parts were not missing before the incident. He said they were removed to access other parts. He set out that the manager told him they’d rushed to put the car back together. And he thought that was why the boot is taking on water.
- He said he was happy to get an updated price of repairs for the paint work, so long as it’s provided by an independent paint shop not associated with esure to get a realistic price and so long as esure transports the car to and from said paint shop. He also said he was willing to have esure have the manufacturer give esure a price for the supply and fit of parts that have been broken or not replaced.

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 recognise Mr L has said I’ve not commented on a lot of what’s happened and he thinks I’ve not been provided with all the information. I’m also aware that he’s raised a number of

reasons about why he's unhappy with the way esure has handled this matter and why he doesn't agree with my decisions. I've not commented on each and every point he's raised but, instead I've focussed throughout this matter on what I consider to be the key points I need to think about. I don't mean any discourtesy about this, but it simply reflects the informal nature of this service. I assure Mr L however, that I have read and considered everything he's provided.

I've read and consider Mr L's latest comments and reviewed what's happened in depth again. I don't intend to comment any further on the merits of this complaint as I'm satisfied my provisional decisions address the points Mr L has raised, with the exception of one point.

I note Mr L has said that the front bumper was damaged by the vandals when they climbed on the car. And he's said the attachments that fix it to the rest of the bumper that have been broken. I've looked at the photos of the car when it first arrived at the garage showing the vandalization damage. Having done so, I'm persuaded that it's *most* likely that the bumper fixings were damaged by the vandals. And, it follows, that I think esure should pay to fix this in addition to the other areas of damage I set out in my second provisional decision that I think it should repair.

My final decision

For the reasons I've set out above, it's my final decision that I uphold this complaint and I require esure Insurance Limited to do the following to put things right:

1. I think the £800 in compensation it's offered Mr L over four separate offers is fair compensation. But it should pay this to Mr L directly if it hasn't already done so.
2. Arrange to resolve the issue with the water ingress in the boot, poor paintwork, the "top cover trim between front bumper and front panel insecure with clips missing" and the broken bumper fixings. It should make reasonable attempts to source a garage to carry out this work. It should also provide Mr L with a courtesy car during that time if he requires one. But, if it's unable to source a garage or Mr L is unhappy with the chosen garage, esure can choose to settle the matter on a cash-in-lieu of repair basis and it's fair to assess this based on the cost estimate of the independent assessor.
3. Refund the cost of the bespoke mats Mr L purchased. It should pay 8% simple interest on this from the date he paid for them, until he gets this amount back. If esure thinks 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 him a tax deduction certificate if he asks for one, so he can reclaim the tax if appropriate. esure can arrange to collect these mats at its expense if it chooses to do so.

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

Guy Mitchell
Ombudsman