

## **The complaint**

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

## **What happened**

Mr P was involved in a collision with an animal, and he made a claim on his policy. esure took the car for repairs, but when it was returned a warning light came on. esure said this wasn't accident-related but due to wear and tear. Mr P had the fault repaired under warranty. He thought it was related to the previous repairs. Mr P said the stress of dealing with this matter harmed his health and he was unable to use his car for long journeys.

Our Investigator recommended that the complaint should be upheld. He thought esure hadn't sufficiently investigated the matter before rejecting the fault as non-accident related. He thought Mr P had shown that the fault was more likely than not related to the accident. And so he thought esure should pay Mr P £400 compensation for his trouble and upset and consider evidence of the alternative travel costs he'd incurred.

esure replied that it thought there was no evidence to support that the issue was accident-related. It thought it was due to an anomaly with the car. It questioned what evidence there was to show that Mr P's health had been affected. And it reiterated its offer of £100 as a gesture of goodwill to resolve the complaint. But Mr P remained unhappy.

## **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.

Mr P was adamant that the overheating warning light wasn't on before the accident and the subsequent repairs. And I have no reason to doubt his account. But esure was adamant that this wasn't accident related.

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.

I've looked at the evidence that esure had to consider:

- The initial repairs report said that the cooling system was flushed out and the coolant replaced.
- Mr P returned the car to the esure's approved repairer after a warning light came on. He said a roadside recovery agent had said the light was due to a faulty sensor and the car wasn't overheating. The repairer thought there may be an airlock. It bled the system, topped up coolant and checked the sensors. It tested the coolant system and couldn't find any faults with this or the electrics. But the problem recurred when the car was returned to Mr P. It thought the error may be due to a previously replaced engine.
- esure instructed a dealer's garage to inspect the car to decide whether this was due to

wear and tear or faulty due to the impact damage. esure told Mr P that the dealer had said the fault was a sticking water pump that wasn't related to the accident. It said the dealer advised to replace the water pump and cam belt. esure's engineer considered this and decided that the fault wasn't accident related.

- Mr P obtained the dealer's reports. These said the that the water pump may be sticking, and this was a good place to start the diagnosis.
- Mr P then took the car to the same dealer's garage. Mr P said the garage couldn't confirm whether the fault was accident related. Mr P said it told him that there may be an airlock and flushing and re-filling the cooling system should be considered.
- Mr P took the car back to esure's garage under a warranty claim and it again flushed and refilled the cooling system, and the problem was resolved. The garage stated in an email to Mr P:

*"We carried out a full coolant system flush and pressure refill to eliminate any possibilities of air locks and/or coolant leaks. (we also originally did this when the vehicle first arrived on site for the insurance claim)*

*Once the coolant system was completely refilled we carried out a road test long enough to get the vehicle to reach running temperature.*

*No faults were present when we had the vehicle"*

esure maintained that the fault could have been mechanical and there was no evidence that it was related to the accident.

But the warning appeared not long after Mr P started reusing the car after the repairs. A significant part of the repairs related to the cooling system. The repairer resolved the problem by repeating work that it had previously done under the claim. There was evidently no wear and tear issue with the water pump. The dealer made no comment on whether or not the fault was accident-related. And esure did not follow-up its suggestion of investigating the problem by starting with the water pump.

I can't say whether or not the fault was or wasn't accident-related. But I'm not satisfied that esure justified its decision that the fault wasn't accident-related. I think it should have further investigated the fault after the dealer's inspection before dismissing responsibility for it. It was only when Mr P pressed the dealer's garage further that the problem was identified and resolved.

When a business makes a mistake, as I think esure has done here, we expect it to restore the consumer's position, as far as it's able to do so. And we also consider the impact the error had on the consumer.

Mr P didn't incur any costs in having the fault rectified. And his car is now reportedly in good working order. But he did have to pursue this matter over several months and was without the full use of his car during this time. Mr P has described the effect this had on his commuting to work as he had to rely on public transport. He incurred extra costs for these journeys. And he told esure at the time when he made his complaint about the stress the matter was causing him and the effect it was having on his mental health.

Our Investigator recommended that esure should pay Mr P £400 compensation for the trouble and upset its handling of the repairs caused him. I think this is in keeping with our published guidance where there has been a significant impact over several months. And so I think that's fair and reasonable. And I also think esure should reasonably consider travel expenses incurred by Mr P whilst he was unable to use his car, upon receipt of evidence for these.

### **Putting things right**

I require esure Insurance Limited to pay Mr P £400 compensation for the distress and inconvenience caused by its handling of his claim and to consider his alternative travel costs upon receipt of evidence for these.

### **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 P to accept or reject my decision before 31 July 2023.

Phillip Berechree  
**Ombudsman**