

## **The complaint**

Mr R complained about esure Insurance Limited's service when they claimed for accident repairs under their motor insurance policy.

For ease I'll mostly refer to Mr R from now, as he brought the complaint.

## **What happened**

Mr R's car was in an accident and its rear was damaged. Esure agreed that their approved repairers (esure's garage) would repair the accident-related damage.

But when esure's garage later inspected the car, they told Mr R that it also had damage to the front. Mr R said that hadn't happened in the accident. So esure decided that the car's front damage must have been pre-existing damage caused by another incident. Esure wouldn't repair the damage to the front of the car as part of the accident claim. But they were willing to do so if Mr R made a separate claim and paid another £300 policy excess.

Mr R didn't think this was fair. He said he didn't know how the car's front damage happened and couldn't be expected to. But he knew it didn't happen in the accident or before esure's recovery agents collected it on the same day as the accident. He thought the further damage must have happened while his car was in the control of esure, esure's garage or esure's recovery agents.

Esure repaired only the rear damage and returned the car to Mr R. He complained that he'd been left to drive a still-damaged car. He wanted esure to repair the rear damage too and compensate him for that and for their delays and poor service. He also complained about esure's failure to provide him with a courtesy car earlier.

The investigator recommended that his complaint should be partly upheld. He thought that it was fair that esure didn't give Mr R a courtesy car earlier. But he thought it was unfair of esure to decide not to repair the car's front damage, and that esure should repair his car fully and pay him compensation. Esure didn't agree and so Mr R's case has been passed to me to decide.

## **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.

We don't assess whether or how damage to a car 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 insurer has considered all the available evidence and whether they can justify their decision to not pay for additional repairs.

Mr R said as follows. The accident was on 28 October and the accident damage was to only the rear of his car. Mr R showed us a video of the car in the immediate aftermath of the accident. This shows damage to the back of the car and no damage to the front.

Mr R hadn't been aware of any damage to the car's front until esure's garage told them about it. Mr R said he couldn't know when or how the new damage had been caused. But he thought it could have been damaged further by the recovery agent taking it to esure's garage. He said esure's recovery company took it away on 28 October a few hours after the accident.

Esure relied on Mr R saying he didn't know how the damage occurred. They said Mr R hadn't shown that the other damage was caused by esure's agents, and that their recovery agents were meticulous in recording any pre-existing damage to the cars they collected, in order to challenge such claims. They said they would provide photos showing the car's condition on collection by their recovery agents.

However esure haven't done that. Mr R thought they were confused about which recovery agent collected his car, as it wasn't the one esure thought it was. But in any event, esure haven't been able to show us any evidence from any recovery agents showing Mr R's car's condition when they collected it.

Mr R said that they collected it on 28 October a few hours after the incident. Esure have shown us their engineer's report on his car. It said the engineer's inspection took place at esure's garage on 28 October. It shows damage to both front and back of the car and includes photos of that, though the photos are said to be 14 November. The report's photos show that the location of the front damage was on the car's front bumper around the car's towing eyes, and that there was damage to one of the towing eye covers. This could suggest that it was caused by towing.

I don't think that the above evidence was enough for esure to reasonably decide that the car's front damage was pre-existing. I think that it's more likely than not that the front damage to the car happened while the car was in esure's control. So I don't think they acted fairly and reasonably here. And I think that esure should now repair the front damage to Mr R's car and any further damage resulting from their not having repaired that front damage earlier.

Mr R said they found it inconvenient to be without their car after the accident and thought that esure should have given them a courtesy car earlier. But I think esure authorised the courtesy car when they authorised the repairs, and that's in line with their policy and wasn't unreasonable.

However I think that they should give Mr R a courtesy car while their car is back in the garage for the front damage repairs I've decided above that esure should do now.

Mr R has had to carry on using his car with the front still damaged, and he also said he kept having to chase esure for information during this time. I can see that this has caused him and his family more trouble and inconvenience than what I'd expect from a claim of this type. I think that £300 does fairly reflect that and esure should pay them that amount.

### **My final decision**

For the reasons given above, my final decision is that I partly uphold the complaint and I require esure to do the following:

- Repair the remaining damage to the front of Mrs A and Mr R's car which they didn't repair before and repair any another damage that has arisen with the car due to esure's failure to repair the car's front damage at the correct earlier time
- Provide Mrs A and Mr R with a courtesy car during the above repairs

- Pay Mrs A and Mr R £300 compensation to reflect the distress and inconvenience esure's actions caused them.

Esure must pay the compensation within 28 days of the date on which we tell them Mrs A and Mr R accept my final decision. If they pay later than this, they must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A and Mr R to accept or reject my decision before 30 November 2023.



Rosslyn Scott  
**Ombudsman**