

The complaint

Mrs F complains about how esure Insurance Limited (“esure”) handled a claim on her motor insurance policy.

What happened

Mrs F had a car insurance policy with esure.

In late December 2022 Mrs F damaged a tyre and wheel, which needing replacement, and the suspension and steering needed investigating. She made a claim.

It took a few days for esure to recover her car. Mrs F wasn’t at her home address and there was some confusion about which recovery agent could attend and where the car would be taken to.

During this time, Mrs F needed a courtesy car but wasn’t entitled to get one from esure until the car was being repaired. She hired a car, and esure agreed to pay for it, before providing her with a hire car.

Repairs then started and Mrs F wasn’t happy about the updates she was getting or the length of time it was taking, and she complained.

While the car was at the repairers, it was further damaged when the repairer collided with it. The repairer told Mrs F it would repair it. These repairs were not finished to Mrs F’s satisfaction and it’s my understanding that she’s made a further complaint to esure about this.

This complaint is about the service during the claim for the damage to her wheel and the inconvenience she’s had due to the additional damage.

Esure said it would pay her £200 compensation for her distress and inconvenience.

Mrs F remained unhappy and brought her complaint to this service. She asks for an amount of compensation sufficient to cover her excess and at least one month’s finance payment for the car. She also makes other requests in her complaint, but these relate to possible consequences of the further damage that occurred, so I’m not going to mention them further here.

Our investigator looked into her complaint and upheld it. He said he thought esure should pay a further £100 compensation for the inconvenience caused by the repairer’s further damage. He also thought it should supply Mrs F with an accurate record of the parts, labour and works the repairer had done in fixing this further damage.

Mrs F accepted the view but esure didn’t. It said it thought £200 compensation was fair and it wasn’t able to supply the record of works because that was being done by the garage. Because it didn’t agree, this complaint has been 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.

I can see from the file of evidence I have that Mrs F has sent detailed evidence about the process she went through when making her claim, and I thank her for this.

It's important that I say I know Mrs F has asked that esure changes its procedures so that other customers aren't treated the same as her. But this service isn't the regulator and I can't require a company to change what it does. What I am able to do is see if a company's actions were fair and reasonable and award compensation when things haven't gone right.

In any event like this it's important to realise that there's a certain amount of disruption to normal life. And in Mrs F's claim, which was ostensibly for a tyre and wheel, further damage was found which cost nearly £2,500 to repair in total.

I've looked at the service esure gave Mrs F and I can see it varied in quality. It took about thirteen days from notifying esure for her car to arrive at a repairer and I can see Mrs F had asked for this to happen at a different place to her home address. This caused esure some problems to organise.

Ultimately though, Mrs F had been provided with a hire car by this point so her disruption should have been minimal.

I've said above that esure also paid for an earlier hire car Mrs F had arranged for herself and I think its action in doing this was fair and reasonable.

There were several times when esure didn't call Mrs F back, even when promised.

esure has said it thought that £200 compensation was sufficient and our investigator thought it should pay £300 in total, which I can see Mrs F has accepted.

I can see from esure's response that it didn't agree with the view. It also said it wouldn't be able to provide a list of the works carried out to repair the car because the repair to the further damage was an arrangement between Mrs F and the repairer who caused the damage.

I can see from the file that the garage did indeed make arrangements with Mrs F to repair this further damage, but the garage is acting as an agent on behalf of esure throughout this process. Mrs F is engaged with the garage due only to esure's claims process. The garage caused the extra damage, but as it is acting on esure's behalf, esure are responsible for its actions.

In later correspondence with this service, Mrs F said she'd had the further damage repaired which had been paid for partially by the repairer and partly by esure.

But I've said above that I've only thought about the distress and inconvenience caused by esure to Mrs F, which includes the event of the further damage, but not the implications of it.

I think it's fair that esure provide Mrs F with details of the work done on her car to repair the damage she caused in the original collision as that was a covered claim under her policy.

If I were considering a further complaint about the 'further damage' then it's likely I would similarly decide that esure needed to provide evidence to her of the works done to fix it, so

I'd also ask that esure liaise speedily with its repairer to also supply her with a breakdown of the work done to fix this.

My final decision

For the reasons set out above, my final decision is that I uphold this complaint. I direct esure Insurance Limited to:

- Pay Mrs F a total of £300 for her distress and inconvenience.
- Provide Mrs F with a breakdown of the work carried out to her car.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F to accept or reject my decision before 16 November 2023.

Richard Sowden
Ombudsman