

## **The complaint**

Mr M complains about the repairs, delays and level of service provided by esure Insurance Limited following a claim made on his motor insurance policy. He wants it to repair his car and compensate him for his losses.

## **What happened**

Mr M's car was taken for repairs following a head-on collision in September 2021. Mr M said it took 14 months for esure to repair and return his car and he hired a car himself during this time. He has since then had to return the car to the repairer for rectification. He later had the car inspected by a garage and this found more faults. Mr M wants his car repaired and compensation.

Our Investigator recommended that the complaint should be upheld. He couldn't see that esure had explained why the initial repairs had taken so long. And he couldn't see that esure had explained why the faults noted on Mr M's garage's report weren't claim-related.

He thought esure should repair the car or pay Mr M so that he could arrange his own repairs as outlined in his report. He thought esure should reimburse Mr M's hire costs, in keeping with the policy's terms and conditions, with interest. And he thought esure should pay Mr M £500 compensation for his trouble and upset. He thought esure should pay the costs of maintaining the hire car. But he thought Mr M was responsible for the costs of maintaining his own car.

esure didn't reply to the Investigator's view, so the complaint has come to me for 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.

It's now more than two years since the accident. And I can understand that Mr M feels frustrated with the time it is taking to resolve his claim. I can see that the car was allocated to an approved repairer a few days after the accident and an assessment was then completed. This said the car was unroadworthy but repairable, but it took four months for the repairs to be authorised.

esure hasn't explained why there was an initial delay. esure hasn't provided any information about what then happened with the repairs or why they were further delayed. Mr M wasn't provided with a courtesy car, and so he hired a replacement car privately.

Our approach in cases like this is to consider whether the insurer's acted in line with the terms and conditions of the policy and fairly and reasonably. And I can see that in Mr M's policy booklet it is stated:

*"Our Courtesy car service*

*A courtesy car is provided whilst your car is being repaired by the recommended repairer as part of a valid claim, as long as you have a comprehensive policy which remains in force for the duration of repairs. We aim to provide a courtesy car to you within two working days."*

esure didn't provide Mr M with this benefit. So I think it should reasonably reimburse Mr M for the hire costs he incurred whilst the car was with the repairer, upon production of reasonable evidence of these costs. If Mr M incurred any maintenance costs for the hire car, then I think esure should reasonably reimburse these too. And, as Mr M has been without his money for some time, then I think esure should add interest to these amounts.

The car was returned to Mr M in November 2022. But Mr M was unhappy with the repairs. From what I can see, esure authorised rectification work and asked for a courtesy car to then be provided. But Mr M remained unhappy as the car still had faults. esure then said that it was for Mr M to show that further faults were related to the claim. It asked him to provide a report from the manufacturer specifically showing this.

I think Mr M could reasonably expect his car to be fully repaired the first time it was taken for repairs, but it wasn't. And esure is obliged to deal with claims promptly and fairly, but I can't say that it did this. Our Investigator recommended that esure should pay Mr M £500 compensation for the impact of the delays and the need for rectification. I think that's in keeping with our published guidance, so I think that's fair and reasonable.

Mr M provided a list of needed repairs from his garage. esure wanted Mr M to provide a detailed report from a dealer's garage connecting the faults to the original claim. But I don't think that's fair in the circumstances. Mr M has already provided one report and explained that the dealer won't provide a report that esure requires.

Where there's a dispute over repairs, we think it's good practice to instruct an independent assessor to inspect the car and then decide whether or not the faults are related to the claim or the repairs. But I can't see that esure did this.

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 can see that esure dismissed the report from Mr M's garage. But it didn't explain that it had considered this or why the faults listed were unrelated to the claim. So I'm not satisfied that esure has justified its decision not to pay for these additional repairs. And I think esure should now carry out the repairs or pay Mr M the cost of having them carried out at his garage.

Mr M said he'd incurred costs maintaining the car whilst he was unable to use it. But I can't reasonably ask esure to reimburse these costs as Mr M would have incurred them in any case.

### **Putting things right**

I require esure Insurance Limited to do the following:

1. Repair Mr M's car as outlined in his report or pay Mr M the cost of having the car repaired at his garage.
2. Pay Mr M £500 compensation for the distress and inconvenience caused by its delays in his claim and poor repairs.
3. Reimburse Mr M for the hire costs he incurred whilst his car was taken for repairs (in keeping with the policy's terms and conditions) and any costs incurred in maintaining the hire car. It should add interest to this amount at the rate of 8% simple per annum from the date the costs were incurred to the date of settlement†.

†If esure considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr M how much it's taken off. It should also give Mr M a tax

deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

### **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 M to accept or reject my decision before 13 December 2023.

Phillip Berechree  
**Ombudsman**