

The complaint

Mr A complains that esure Insurance Limited ('Esure') unfairly settled a third party's motor insurance claim and decided he was at fault for an alleged accident.

What happened

Mr A had a fully comprehensive motor insurance policy with Esure.

In April 2023, Mr A's policy with Esure ceased when he switched insurance providers. Shortly afterwards, the new insurer wrote to Mr A to say he'd provided incorrect claims information when he took the policy out. It said it had become aware that he'd been in an 'at fault' vehicle collision on 8 July 2022. It increased Mr A's premium by £150.

Mr A said he had not been involved in an accident and had not received any correspondence from Esure about any accident. Esure said that it had been notified that Mr A's vehicle had collided with a stationary car and damaged it. It was alleged that the person driving Mr A's car had not stopped, but a witness had made a note of the registration number.

Esure said that it contacted Mr A by telephone and then by email to find out what happened, but it was not able to get in touch with him. As it could not contact Mr A, Esure settled the third-party's claim.

Mr A later accepted that Esure had emailed him but said the message had gone into his junk folder and he did not see it. He said Esure should have done more to contact him and so he complained to this service.

Our investigator considered the matter but didn't think the complaint should be upheld. He said the policy's terms and conditions allowed Esure to settle the claim in the way it had. As it couldn't get in touch with Mr A, our investigator said Esure could not have defended the claim.

Mr A did not accept our investigator's view and so the matter has been passed to me for an ombudsman's 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 know Mr A will be disappointed with my decision, but I'm afraid I haven't upheld the complaint. I'll explain why.

I know Mr A is adamant that his vehicle was not involved in an accident and that the third party's claim was fraudulent. I want to be clear that it is not my role to decide whether an accident took place or who was at fault if it did. I have to look at whether the actions of Esure were fair and reasonable in all the circumstances.

The terms and conditions that apply to Mr A's policy say that Mr A is required to provide information, documentation and any help Esure may need to investigate a claim. The terms also say that Esure can settle a third party's claim made under Mr A's policy how it sees fit.

When it received the third party's claim, I understand that attempts were made by Esure to telephone Mr A. An email was also sent to him requesting further information. I know Mr A says he didn't receive this message at the time, but I understand it was sent to the correct email address and Mr A was eventually able to locate the message.

Mr A thought Esure should have sent him a text message. I accept that it may have been possible for Esure to have contacted Mr A that way. But I think trying to get in touch with him by telephone and email was reasonable in the circumstances.

I understand the third party's claim was based on information provided by a witness who had allegedly seen Mr A's car collide with the third party's vehicle. As Esure didn't have any information from Mr A about what allegedly happened, I can't say it was unreasonable for it to settle the claim in the way it did.

I know Mr A said he wanted the alleged accident to be removed from the record and to have his no claims bonus reinstated. By that, I understand he means that he wants the accident to be removed from the Claims and Underwriting Exchange database. But I understand an insurer must record any incident it is made aware of and the value of any claim that has been paid. That means I couldn't tell Esure to remove the accident from the database.

I do understand how strongly Mr A feels about this case and in particular that there was no accident at all. But after considering all of the information before me, I can't say Esure acted unfairly or unreasonably here. It follows then that I haven't upheld Mr A's complaint and I don't require Esure to take any further action.

My final decision

I don't uphold this complaint about esure Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 17 January 2024.

Nicola Bowes
Ombudsman