

## **The complaint**

Miss I has complained about the service she received from esure Insurance Limited when she made a claim under her motor policy when her car was stolen.

## **What happened**

Miss I's car was stolen, and the police found it around a day later. Esure told Miss I to get the car checked out herself at the police compound. This meant she had to pay the release fee from the compound plus pay a mechanic to look over her car. The police also told her that her car key had been cloned.

On driving home her car went into limp mode, and she noticed the Sat Nav wasn't working and then she realised the thieves had accessed her 'In Control' car app so they might have been able to track the journeys made by her car. This understandably terrified her. She told the police and esure and wanted esure to pick up her car for the repair as quickly as possible. She was told her car would be picked up that day.

Miss I said this never happened and it was only picked up the next day leaving her exceptionally frightened all night on her own. Miss I found out later that esure had given the wrong address to the recovery people who were to pick up her car.

The car obviously had some damage given the above, so esure decided its approved repairer would repair it. Miss I complained that it took over four months for esure's approved repairer to do this and there were subsequent problems with the repairs. There were further delays in picking up and bringing back Miss I's car given the issues with repairs which caused her to miss work or take days off as holiday.

Miss I is also unhappy she had to pay her premium monthly throughout all of this. She had also lost several personal belongings which were left in the car.

Following this there was an issue over whether Miss I was entitled to a hire or courtesy car when her car was being repaired. She was aware she had added and paid further premium to have access to a hire car as an extra. She said her hire car didn't get sorted out for several days which affected her work, and she lost six days earnings. Further once she was in hire, she had to phone every week to get it extended which she said often entailed yet another argument or negotiation.

Miss I has complained that throughout everything until the time she brought her complaint to us that esure only called her four times, she had to make all the other contact over several months. She has also claimed that she had to leave her job due to this.

Following her complaint to esure, it paid her £150 compensation. Miss I didn't consider this was enough and brought her complaint to us.

The investigator ultimately upheld it. She agreed there were delays in repairing Miss I's car. She also agreed it wasn't reasonable Miss I had to phone up each week to extend her car

hire. Miss I also had to pay the hire company £200 because esure hadn't paid. It was noted esure refunded that payment. She also felt esure should have dealt with and rectified the issues with the repairs. And esure should have refunded the police compound charges. She didn't think Miss I had provided sufficient evidence to show she had to leave her job or had lost earnings. And that as Miss I had made a claim that also meant the full premium was payable. She thought esure should pay Miss I £600 compensation and refund the compound costs.

Esure agreed to this, but Miss I didn't think it was sufficient, so her complaint was passed to me to decide.

I issued a provisional decision on 6 June 2024, and I said the following:

*'Having done so I'm upholding this complaint for some further issues than those of the investigator.*

*Unfortunately, Miss I's issues with the repair of her car doesn't form part of this complaint as they weren't yet finalised by the time Miss I brought her complaint to us. The latest information was that her car was being returned to the approved repairer in January 2024. Therefore, if Miss I remains unhappy with the repairs or the standard of the repairs, unfortunately she will have to raise that with esure first and if she remains dissatisfied, she can then bring her complaint back to us.*

*So, for clarity I shall only be dealing with the following in this complaint:*

- *The fact that esure left Miss I's car uncollected the night it was recovered outside her home when it was clear the thieves could possibly still track the car.*
- *The costs Miss I had to pay the police compound in releasing her car and the payment she made for a mechanic to accompany her to check her car over.*
- *The issue over her personal belongings in the car.*
- *The fact she had to pay her monthly instalment of her premium throughout all this.*
- *The fact that there were issues over the provision of the hire car and that she had to phone esure and the hire car company weekly to extend her car hire over a period of four months that her car was being repaired.*
- *Miss I's contention that this made her lose her job, plus take holiday leave and/or lose pay.*

*First overall I don't consider esure's service to Miss I was of a standard I would expect motor insurers to treat their policyholders when claiming for the fact the car was stolen, then recovered and then requiring repair.*

*Leaving the car uncollected*

*Clearly Miss I was distraught given she thought it might be possible for the thieves to continue to track her car once it was recovered from the police compound. It's also clear she did explain this to esure at the time, and it told her it would pick up the car right away. Sadly, it failed to do so, leaving Miss I alone and vulnerable and very, very scared at the time for that one night. I consider it's immaterial whether there is any evidence that the thieves could have in fact tracked her car, because esure*

*promised to pick it up and failed to do so because it gave the wrong address to the recovery company.*

*Esure was also fully aware how frightened Miss I was at this time. I don't consider this was fair to Miss I and I consider it caused her a period of exceptionally severe stress which shouldn't have happened. Therefore, I consider esure should now pay Miss I the sum of £200 for this exceptionally unwarranted and stressful night. Costs in paying for the release of her car from the compound plus payment to the mechanic.*

*Ideally it should have been esure who offered to collect Miss I's car from the compound and check her car for damage. However, it did appear it was thought the car was undamaged at the time. I consider the costs of releasing the car to be payable by esure as part of Miss I's claim to include the fact she brought a mechanic with her.*

*She has now shown us that she paid £192.00 to get her car released. She has also shown us she paid the mechanic £250.00 to look over her car. I consider both of these should be refunded by esure with interest.*

*Personal belongings left in the car*

*This policy doesn't provide any cover, even limited cover for any personal possessions left in Miss I's car. Therefore, there is no duty on esure to provide any cover for this.*

*Paying the monthly instalments of the premium*

*When we enter into a contract of insurance the entire premium is payable upfront. As a concession, insurers organise the set-up of credit agreements to allow policyholders pay the premium by instalments. So, the credit agreement provider has in fact paid the premium and in the case of Miss I she was merely paying back the credit company. That means her policy wasn't being paid for monthly as she thought. Also, when you make a claim under your policy as Miss I has, the entire premium is payable as the 'insured event' for which the premium has been paid has happened.*

*So, there would never be a situation here for Miss I not to pay her premium since she made a claim on her policy. Therefore, there was nothing wrong in her continuing to pay her monthly premium instalments.*

*Issues over the hire car and Miss I having to phone weekly to ensure her hire car was extended*

*I don't consider this was reasonable service to Miss I. There is no requirement in any policy to include this one, where a policyholder must phone weekly in this fashion when a hire or courtesy car is provided for the duration of the repairs. This is extremely inconveniencing and tedious. Esure recovered Miss I's car on 2 June to repair it. The repair of the car triggers the provision of a hire or courtesy car for so long the repairs authorised by esure take to complete. It's therefore solely esure's responsibility or their approved or authorised repairers how long the car takes to repair and all issues concerning the provision of the hire should be done by esure not any policyholder.*

*I also don't consider the delay initially in supplying Miss I with a hire car to be reasonable also. It appears some of the operatives concentrated on the issue the car*

*was stolen and forgot about the fact it was recovered damaged and therefore it was esure's responsibility to repair it.*

*I can see that both of these issues caused Miss I extensive trouble and inconvenience which would have caused time off work too.*

*However, I will consider the impact of this issue with the next one.*

*Miss I's contention that this made her lose her job, plus take holiday leave and/or lose pay*

*I don't doubt that esure's actions in dealing with Miss I's claim, the delay in providing the hire car initially and the trouble in constantly having to phone up to extend the hire car and the delay in getting her car repaired was exceptionally inconvenient. However, I have seen no evidence from Miss I's previous employers which showed she lost her job over this. I've also seen no evidence of her contract of employment, nor the shifts worked or lost as a result of not being able to get to work or indeed constantly having to phone esure over hire car extensions or other issues to deal with her claim. There will always be some element of upset and inconvenience when a car is stolen and then recovered like what happened to Miss I. Esure obviously weren't involved in the theft either.*

*Miss I works in the medical profession and has an important job as certain procedures couldn't happen unless she was part of the team. I can see how if she couldn't get to her place of work as she had no car, issues might occur, and that given she kept having to make phone calls in working hours might also cause other issues. I can also see that Miss I might have had to take annual leave rather than time off but again that would be stipulated in her employment contract. I haven't seen actual evidence of loss of earnings either as Miss I said there were some days off for which she wasn't paid.*

*So, without all this concrete evidence I can't assess if the trouble and upset esure undoubtedly put Miss I to, caused the loss of employment, any loss of pay and any loss of annual leave. However, I can see that Miss I was put to a sustained level of inconvenience which I don't consider was reasonable.*

*Therefore, for both this issue and the previous issue I consider the investigator's suggestion of £600.00 compensation to be reasonable. I am pleased to note esure has already agreed to this too.*

*So, in conclusion I don't consider esure's service to Miss I was reasonable. I consider it should refund the payments for the release of her car plus the mechanic. And additionally, it should pay her a further £200.00 compensation in addition to the investigator's view that it should pay her £600.00 compensation less the £150.00 already paid. I don't consider there is any evidence to show the further losses Miss I claimed.'*

Esure accepted my provisional decision. Miss I said on 11 June 2024 in response, that she never received the £150 compensation originally offered by esure which in any event she had refused. She also believed that as she showed us a screen shot of an online conversation with her manager, she had to take annual leave as otherwise she wouldn't get paid. Therefore, she said she should get six days loss of earnings. She further said she would try and send some amendments to a letter when she was home, as she was replying when she was at work. However, nothing further was received from Miss I.

## **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.

Having done so again, I remain of the view that this complaint should be upheld for the reasons I gave in my provisional decision.

Esure has told us that it did send the £150 compensation to Miss I in June 2023. Therefore, I consider esure should show proof of this to Miss I and confirm that it was either sent via BACS or lodged to Miss I's bank account. If that proof is not forthcoming, then it should make sure this £150 is included in the £600 compensation payment.

As I explained in my provisional decision, I required coherent proof of Miss I's employment contract concerning that no payment would be made to her if she didn't take annual leave instead. And proof that she lost her job, and proof that other days she couldn't work, due to the issues she had with her claim to esure, were not paid. However, this proof wasn't produced as screenshots of text messages isn't sufficient given employment law issues. Consequently, without such detailed proof, I don't consider it's fair and reasonable to conclude there was actual loss of earnings as a result, as Miss I maintains. Therefore, I am not making any further award for that.

## **My final decision**

So, for these reasons, it's my final decision that I'm upholding this complaint.

I now require esure Insurance Limited to do the following:

- Refund Miss I the costs of releasing her car from the police compound in the sum of £192.00 plus the £250.00 she paid to the mechanic to look her car over. Interest of 8% simple per year must be added to both sums from the date Miss I paid each of them to the date of the refund. If income tax is to be deducted from the interest, appropriate documentation should be provided to Miss I for HMRC purposes.
- Pay Miss I the sum of £200.00 compensation for failing to pick up her car from her home, when she asked on the night it was recovered, given it was possible the thieves could still track the car.
- Pay Miss I the sum of £600.00 compensation for the sustained trouble and upset as regards extending the hire car and chasing the repairs of her car. Esure should provide proof that its initial payment of £150 was lodged to Miss I's bank account. If that's confirmed, then it can deduct the amount of £150 from this £600. If that's not the case, then it must pay a total of £600 as detailed here.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss I to accept or reject my decision before 18 July 2024.

Rona Doyle  
**Ombudsman**