

The complaint

Mr F complains about the way esure Insurance Limited (“esure”) handled a claim made on his motor insurance policy.

Any reference to esure includes the actions of its agents.

What happened

The circumstances of this complaint are well known to both parties, so I’ve summarised events.

- Mr F has a motor insurance policy which is underwritten by esure. The policy includes windscreen repair cover.
- Mr F made a claim on his policy when his windscreen was severely cracked, leaving him unable to drive it. esure accepted the claim and an appointment was made at its authorised repairer.
- Mr F paid for a recovery company to drop his vehicle at the repairers, but shortly before it arrived, he received a telephone call to say the repairer hadn’t received the replacement windscreen and the appointment would have to be rearranged for the next day. So, Mr F had his car to be recovered back to his home address. He said he had to do this otherwise he’d have encountered storage fees.
- The next day, Mr F paid for the recovery company to take his vehicle to the repairer again. Mr F says he arrived by taxi to collect his vehicle and was told the installation hadn’t gone ahead – with the repairer saying it didn’t have the correct windscreen. So, Mr F had his car recovered to his home address again.
- A third appointment was made at another of the repairer’s branches. Having paid for the car to be recovered to it, Mr F was told the replacement windscreen had arrived broken and so the repair couldn’t go ahead. And so, Mr F arranged for his car to be recovered to his home address.
- A fourth appointment was made six days later at which time the installation of the replacement windscreen went ahead.
- Unhappy with how the claim had been handled, Mr F complained. He said he’d been messed about, and the experience had caused him inconvenience and distress. Mr F explained his parents have mobility issues and are reliant on him and his vehicle, and so, being without it had a significant impact. He said he was out of pocket having paid for multiple recoveries to and from the repairer.
- In its final response letter, esure apologised for the installation not going ahead on three occasions owing to stock issues. It declined to reimburse Mr F the costs he’d incurred in recovering his vehicle but said it would pay him £125 compensation to acknowledge the difficulties he’d experienced.

- Mr F remained unhappy and so, brought a complaint to this Service. An Investigator considered it and upheld it. He said esure needed to pay Mr F £250 compensation and the recovery costs – totalling £1,800.
- Mr F accepted the Investigator's findings. esure agreed to the compensation but said it wasn't sure how the £1,800 figure had been reached. It asked for evidence of Mr F's expenses – which the Investigator provided. Because esure didn't agree, the complaint 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.

Having done so, I agree with the outcome our Investigator reached. But before I explain why, I want to clarify why this complaint is set up against esure and not the repair company who replaced Mr F's windscreen.

The repairer is an agent of esure – meaning it's authorised to complete repairs on esure's behalf. Because it acts on esure's behalf, esure ultimately remains responsible for how the repairer handled the claim – which is why esure is the respondent party here.

Distress and inconvenience

It's not in dispute there were three failed attempts to replace Mr F's windscreen. And esure accepts this was due to stock issues. Understandably, it would have been very frustrating for Mr F to find out at short notice, or with no notice at all, that the replacement couldn't go ahead owing to the correct windscreen either having not been ordered or being damaged on arrival. And so, I agree with the Investigator that further compensation is warranted here to reflect the frustration this caused Mr F and the disturbance to his life during this time.

Whilst we can't award compensation for the distress felt by his parents, I don't doubt Mr F experienced upset in not being able to provide the mobility assistance he usually did to his parents by using his car. So, the impact on him was greater than esure has acknowledged. As a result, I consider total compensation of £250 to be fair and reasonable in the particular circumstances.

Recovery costs

This Service has been provided with evidence which shows Mr F arranged for his car to be recovered to and from the repairers on the dates of the unfulfilled appointments. Given, on each occasion, Mr F was told at very short notice the windscreen replacement couldn't go ahead - and that this was due to errors on esure's part - I consider it to be responsible for the additional recovery costs Mr F incurred. And so, it should, reimburse him these costs.

My final decision

My final decision is I uphold this complaint and direct esure Insurance Limited to:

- Pay Mr F £250 compensation in total. If it has already paid £125, it can deduct this from the total amount. Esure must pay the compensation within 28 days of the date on which we tell it Mr F accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

- Reimburse Mr F the recovery costs he incurred as a result of the unfulfilled appointments (subject to proof of payment). Esure must pay simple interest at 8% a year from the date each invoice was paid to the date it is refunded.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 19 April 2024.

Nicola Beakhust
Ombudsman