

The complaint

Mrs L complains that esure Insurance Limited provided her with a poor service following a windscreen replacement claim under her car insurance policy.

What happened

Mrs L had a replacement windscreen fitted under her insurance policy in July 2022.

In October 2022 she became aware of a damp smell and that the footwell of her car was soaking wet.

Mrs L contacted esure who sent someone out to inspect the windscreen, and they said that it had been fitted incorrectly and someone would be in touch to fix it.

Mrs L's car wasn't collected till 16 December 2022 and remained with the garage until June 2023, during which time Mrs L was constantly chasing progress. When it was returned in June, it was still damp, had mould and oil staining on the interior, damage to the gear stick, and scratches on the outside.

Esure told Mrs L that as the car was drivable, they would cancel her hire car but after she escalated the issue, they agreed to extend the hire car and arranged for the car to be repaired, which included soundproof foam in the dashboard, new carpets, fixing the heated windscreen wires and valeting. It was finally returned in August 2023 in drivable condition.

Mrs L had a hire car between December 2022 and August 2023 but had issues with suitability which resulted in the car being changed twice.

Mrs L complained that she has spent considerable time chasing the progress of the claim and getting to and from the hire car company. This had impacted her and her children who have health issues.

In their final response letter of August 2023, esure offered a goodwill payment of £750 for the distress and inconvenience, and £200 towards the service plan which Mrs L had been unable to utilise.

Mrs L was unhappy with esure's response and brought her complaint to us.

One of our investigators looked into Mrs L's complaint and she thought that esure could do more to put things right. She recommended that an additional £250 compensation was paid to Mrs L.

Mrs L accepted the investigator's view, but esure didn't respond, and so the case has come to me to review.

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.

As esure have accepted responsibility for the incorrectly fitted windscreen and the delays – and rectified the car - I will only be considering whether the redress they have provided is fair, and adequately reflects the distress and inconvenience caused.

Having done so, I'm upholding this complaint in line with the recommendations of the investigator and I will explain why.

Mrs L has told us that the poor service led to the additional expenses and issues for her:

- on average around £40 extra per month in fuel using hire cars
- being unable to use the MOT and service plan she purchased at a cost of £400
- loss of time spent waiting for pick up and drop offs, and taking the vehicle back and forth
- depreciation of around £2600 on the car
- negative impact on her mental health through stress and worry about the outcome and impact on her children's health

Additional fuel

I note that Mrs L has said that she incurred additional fuel costs due to being given more consumptive cars. While I accept that this might be the case, I haven't seen any specific evidence of an increase that I could attribute to the hire car. In addition, petrol prices over the past few years have been volatile, and so any increase/decrease in costs may not be solely attributable to the size of the car – so unfortunately, I can't make any award for this.

MOT and Service plan

I can see that as a service and MOT was due during the time that esure had the vehicle, they completed this for Mrs L, and that they also paid her £200 towards the service plan as she was unable to fully utilise it. I think that this is a fair resolution to the loss of use of the plan.

Depreciation of the vehicle.

Mrs L says that there was deprecation of around £2600 during the time that esure had the car, and so she has potential losses if she were to sell it. Whilst I appreciate that cars do depreciate over time – and Mrs L's car will have lost value in the time it was with e sure, as she hasn't sold it there are no actual losses, and I can't make an award for a theoretical loss.

Loss of time and distress and inconvenience

I can see that Mrs L has spent a lot of time over a protracted period dealing with this complaint, and I can see how frustrating this will have been. There is no reason why the resolution of this issue should have taken as long as it has .

Mrs L has estimated that her loss of time is around £15 per hour, but when we look at resolving complaints, we don't calculate the time lost on an hourly basis, but instead look at the overall distress and inconvenience caused by the errors, which in this case are significant. I have taken into account Mrs L's testimony about the time and effort spent chasing this, the inconvenience caused by the changing of hire cars, and the mental toll on Mrs L, and I agree with the investigator that the award should be increased by £250 to £1000 to reflect that.

Putting things right

In order to put things right, esure should pay Mrs L an additional £250, bringing her compensation up to £1000. This is in addition to the £200 that has been awarded for the loss of use of the service plan.

My final decision

My final decision is that I'm upholding Mrs L's complaint and directing esure Insurance Limited to put things right as above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 8 October 2024.

Joanne Ward
Ombudsman