

The complaint

Mr G complains esure Insurance Limited (esure) didn't make satisfactory repairs to his car after he made two claims on his motor insurance policy. He also complains about the poor service received.

There are several parties and representatives of esure involved throughout the complaint but for the purposes of this complaint I'm only going to refer to esure.

What happened

Mr G made two claims on his motor insurance policy. One in 2017 for damage caused by a third-party to the nearside front and one in 2018 again for damage caused by a third-party to the offside front. He is unhappy with the repairs that were carried out. He said the repairs keep failing and the finish is not satisfactory.

In 2023 Mr G complained to esure. After a number of lengthy phone calls, it made an offer to replace the car bumper and for this to be completed by the garage who made the original repairs. It said it would not offer a warranty.

To say sorry for the issues Mr G faced when trying to contact it in 2023, esure paid him £150 for the inconvenience caused.

Because Mr G was not happy with esure, he brought the complaint to our service.

Our investigator upheld the complaint. They looked into the case and said the offer to replace the bumper was fair, but the repairs should also come with a warranty in line with the policy terms and conditions. They said the compensation offered by esure was fair and in line with this services approach.

As esure are unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

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.

Repairs

Both incidents of damage to Mr G's car in 2017 and 2018 were covered by his motor insurance policy with esure. The repairs to the damage to the bodywork were carried out by the same esure approved repairer.

After the repairs to his car were completed in both 2017 and 2018 Mr G reported issues. These included over sprayed bodywork and bodywork not being sprayed. He returned to esure's approved repairer on numerous occasions for repairs to the paintwork and also logged these issues with esure.

I saw the last repair took place in September 2023 and there were still issues with the paint finish. In October 2023 Mr G contacted esure to make a complaint.

esure accepted there was still an issue with the front bumper. It said the warranty for the repairs had expired, as they are only in place for five years, and the warranty does not extend if the repairer has carried out any rectification throughout the period. It said as a goodwill gesture they would get the approved repairer to fit a new bumper at its cost. It said this would not come with any further warranties.

Because Mr G did not accept this offer and wanted a new bumper to be fitted by a different garage with a warranty, esure said it could supply the part to him and he could arrange the fitting with his choice of repairer at his own cost. However Mr G rejected this offer.

In this case I think esure's offer to replace and fit the new bumper using its approved repairer is fair. It confirmed it is a genuine pre-painted bumper from the main dealer.

I looked at the terms and conditions of the policy. It says;

"Our recommended repairer service

The following benefits will be available to you if you use a repairer from our network:

• Repair guarantee - repair work undertaken by our recommended repairers is guaranteed for 5 years. Please note that this guarantee only covers labour not parts. Parts fitted are subject to the manufacturer's warranty."

Because this is a new repair and a new part esure should offer a guarantee. The bumper itself is subject to the manufacturer's warranty but the fitting of that part should be covered with the repair guarantee as set out in the terms and conditions of Mr G's policy.

I have not seen any reference in the terms and conditions that say the repair guarantee does not start again if initial repairs are not satisfactory and a new part is fitted, as is the case here.

Service and communication

After Mr G complained to esure in October 2023 he had to spend a lot of time on the phone trying to progress his complaint. There were a number of times he was left on hold for long periods of time and call backs were not made as agreed. This must have been frustrating and time consuming for Mr G.

esure acknowledged the issues Mr G faced when trying to contact it and paid him £150 for the inconvenience caused.

I think the amount paid to Mr G is fair and reasonable for the distress and inconvenience caused to him and it is in line with our services approach. I do not require esure to increase the amount paid.

Therefore, I uphold Mr G's complaint and require esure to offer the repair guarantee of five years to the fitting of the bumper to his car from the date it is fitted by its approved repairer.

My final decision

For the reasons I have given I uphold this complaint.

I require esure Insurance Limited to offer the repair guarantee of five years to the fitting of the bumper to Mr G's car from the date it is fitted by its approved repairer.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 7 June 2024.

Sally-Ann Harding
Ombudsman