

The complaint

Ms d complains about how esure Insurance Limited (“esure”) handled her claim for damage caused by a third-party driver.

What happened

Ms d had a motor insurance policy with esure covering her car on a third party fire & theft basis (“TPFT”).

In September 2023 her car was parked near her home when it was hit by a third-party driver.

The police said it couldn’t supply her with the third party’s details due to GDPR regulations. They told her that her insurer could contact them and they’d pass on the details.

She notified esure. But esure said it couldn’t help her with the claim for her own damage because she’d taken TPFT which didn’t cover her for the collision. It had the third party’s details, but said it couldn’t share them due to GDPR rules.

Ms d complained about esure’s service but it didn’t change its response.

As she remained unhappy, she brought her complaint to this service. It said it would pay her £100 compensation for delays answering her calls. Ms d didn’t accept the compensation.

Our investigator looked into her complaint and thought it wouldn’t be upheld. He said there was no cover for the damage under her policy, and that Ms d could perhaps take action to repair her car using a solicitor for assistance.

Ms d didn’t agree with the view, so it’s been passed to me to make a final 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 can see from the file that Ms d chose a level of cover that didn’t include protection for damage to her own car.

On her policy schedule there’s also mention of a legal protection service that may have helped her, but she chose to not buy this protection.

What this means is that under the terms of her policy, Ms d chose cover that meant esure can’t handle her claim for damage, and she didn’t chose to take out cover that would help her in this situation. I can’t fairly say that’s esure’s fault.

I asked esure to confirm why it wasn’t able to supply Ms d with the third party’s details and it confirmed that it wasn’t able to do so because of the rules of GDPR, which form the Data Protection Act 2018.

But esure did say it would be able to provide the third-party's details to Ms d's legal representative.

It's important I say that this service is an informal dispute resolution service. We don't have the power to force a business to disclose details like these. It's also not the role of this Service to decide whether or not a business has breached data protection laws – that's the role of the Information Commissioners Office (ICO). If Ms d has concerns about whether esure has complied with the appropriate law she may be able to raise this with the ICO.

If Ms d wishes to pursue her claim for damage to her car from the third party responsible for the damage she should now seek legal assistance.

I've also thought about the distress and inconvenience suffered by Ms d caused by delays in esure answering her calls. esure offered her £100 compensation for this, and I've considered this service's guidelines and I think its offer is fair.

My final decision

esure Insurance Limited has already made an offer to pay £100 to settle the complaint and I think this offer is fair in all the circumstances.

So my decision is that esure Insurance Limited should pay Ms d £100 if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms d to accept or reject my decision before 13 November 2024.

Richard Sowden
Ombudsman