

## **The complaint**

Mr J complains esure Insurance Limited (esure) unfairly handled his claim on his motor insurance policy and that there were issues with the repairs completed.

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**

In July 2023 Mr J's car was involved in a collision with a deer as he was enroute to a holiday destination. He got the car to a nearby service station and made a call to esure's out of hours helpline. esure offered to put the car in storage overnight. It said it was unable to offer onward travel for Mr J and his family.

Mr J arranged for the car and himself and family to be towed to their holiday destination by a recovery agent who happened to be at the service station.

The day after the incident Mr J logged his claim with esure. From the information he provided esure advised him the car was most likely a total loss. The damaged car was taken to esure's approved salvage partner where it was inspected, and it was decided it was repairable. The car was moved to esure's approved repairer on 21 August 2023.

When Mr J collected his car after the repairs were completed it broke down as he drove it home. It was found that not all the damage he had reported had been repaired. All the repairs were finally completed on 25 September 2023.

esure apologised to Mr J for the poor service received. It offered him £250 in compensation. It also offered to pay £210 for the loss of use of his car for 21 days.

Our investigator upheld the complaint. They looked into the case and said esure should cover the recovery costs incurred by Mr J on the date of the incident, plus costs incurred for car hire and taxis whilst the car was being repaired and he was without a courtesy car. They said it should increase the compensation by a further £500.

As esure is 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.

### ***Recovery and onward travel***

Mr J complains that esure should have arranged recovery for himself and his family, who were in the car, for their onward journey.

I looked at the terms of Mr J's policy and it says;

*"Removal and delivery*

*If your car isn't driveable after an incident covered by this policy, we will pay reasonable transport costs to take it to the nearest suitable repairer."*

I do accept the policy terms do not actually say onward travel is covered, but Mr J and his family were stranded at a service station, on their way to their holiday destination and it was late at night. I don't think esure offered enough support in the circumstances and it could have been more helpful and better assistance could have been provided.

Mr J paid £234 for recovery of the car and himself and family to their destination. I don't think this is excessive. And for the reasons I have given I require esure to pay the costs of the £234 recovery.

## **Repairs**

I saw there was confusion between esure and its approved partner about if the car was repairable or a total loss. It took ten days after the incident for esure to confirm to Mr J the car was repairable and not a total loss as it had initially advised. And this was only after Mr J chased both esure and its partner for updates.

The incident happened on 24 July 2023 and repairs started mid-September 2023.

I consider this timeline to be longer than it needed to be. The confusion about whether the car was a total loss or repairable caused avoidable delays at the start of the claim and then a further three weeks passed before the car was taken to the approved repairer. From the evidence I have seen, much of this delay was avoidable.

I have not seen any explanation from esure as to why the process took almost two months to get the car moved and required repairs started.

Mr J collected the repaired car on 20 September 2023 and during his journey home the car broke down and had to be recovered from the roadside. It was found that a crack in the radiator had not been repaired. I saw this damage had been reported at the time the claim was made. Due to this repair being missed, it caused another avoidable delay.

I saw esure did provide a hire car for Mr J on 21 September 2023 until the radiator was repaired and his car was returned on 25 September 2023. It offered Mr J £100 compensation plus the £25 cost of a taxi to get him home. This was declined by Mr J at this time.

## **Loss of use**

Mr J's policy did not include the optional car hire benefit, therefore as per the terms of the contract a courtesy car is only provided during repairs.

In the terms and conditions of the policy it says;

*"A courtesy car is provided whilst your car is being repaired by the recommended repairer as part of a valid claim, as long as you have a comprehensive policy which remains in force for the duration of repairs. We aim to provide a courtesy car to you within two working days."*

Mr J's car was at the approved repairer from 21 August 2023. A courtesy car was not provided until 13 September 2023.

esure sent Mr J a cheque for £210 (£10 per day for loss of use), for the time he was without a car from 21<sup>st</sup> August 2023 to 11 September 2023. I understand this has not been cashed.

I think loss of use should be considered earlier than 21 August 2023 because, as already covered, there were avoidable delays which meant the car was not taken for repairs for three weeks after it had been deemed repairable. I think a fairer date should be a week earlier from 14 August 2023. And to 13 September 2023, which is when Mr J was provided with a courtesy car. This is a total of 31 days.

Mr J provided receipts of travel expenses he had incurred during this time. This included car hire and taxi costs. I checked these costs and they appear reasonable during the delays caused by esure and therefore I require it to cover these costs as loss of use. The car hire covered 15 days. It should also pay £10 per day for the remaining 16 days Mr J was without a car whilst the car was in for repairs.

Mr J also provided a receipt for car hire in July 2023, from the day after the incident. I am not fairly able to tell esure to pay for this car hire because his policy only covered for a courtesy car during repairs.

esure accepted there were delays and issues with poor service throughout this claim. I have seen evidence of Mr J contacting esure to try to progress his claim which will have caused distress and inconvenience to him. After taking into consideration that esure caused multiple delays and the distress and inconvenience caused to Mr J at the time of the incident and then throughout the claim, I require esure to increase its offer of £250 compensation by way of an apology, to a total of £750.

Therefore, I uphold Mr J's complaint and require esure to

- Pay £234 cost of recovery plus 8% simple interest from the date of payment to the date the settlement is made.
- Pay loss of use costs to a total of £768.44. (Car hire £550.44, taxi journeys with receipts provided £33, additional 16 days loss of used £160 and £25 for taxi after his car broke down after collection on 20 September 2023).
- Pay a total of £750 compensation for the distress and inconvenience caused by the poor level of service provided by esure during this claim.

I understand the offer of £250 compensation and £210 loss of use offered to Mr J by esure has not been cashed. If it is found either payment has been already cashed this should be deducted from the settlement due.

### **My final decision**

For the reasons I have given I uphold this complaint.

I require esure Insurance Company to

- Pay £234 cost of recovery plus 8% simple interest from the date of payment to the date the settlement is made.
- Pay loss of use costs to a total of £768.44.
- Pay a total of £750 compensation for the distress and inconvenience caused by the poor level of service provided by esure during this claim.

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

Sally-Ann Harding  
**Ombudsman**