

The complaint

Miss T has complained that esure Insurance Limited didn't properly investigate a claim she made under her car insurance policy. She's unhappy with esure's requests for documents from her which she feels were unnecessary.

What happened

In April 2023 Miss T reported an incident to esure where her car was damaged by a third party vehicle (TPV) while parked. Miss T provided details of a shop where she said there was CCTV footage of the incident.

esure asked Miss T to provide verification documents: her licence along with the named driver, the registration document for her car and proof of purchase.

Miss T thought some of the requests for additional information weren't relevant to her claim.

esure said it was reasonable to ask for verification evidence when a claim is made.

esure's notes show it contacted the owner of the shop for a copy of any CCTV footage by letter in April 2023. Later in April 2023 its notes show the shop owner called esure to say they had viewed the footage, but the footage was dark and didn't show the full registration details for the TPV. The notes show the owner said he would only release the CCTV footage to the police in any event.

esure's notes show it contacted the police to request the CCTV footage from the shop owner on 2 May 2023 and again on 25 May 2023.

On 14 June 2023 esure received an engineer report from the third party insurer. It said the report showed no consistent damage to the TPV. And the third party denied being involved in the incident.

So, based on the information it had, esure made the decision to abandon pursuing the third party for liability. esure said if Miss T wanted to claim for the damage to her car to be repaired, she would need to pay the excess and the claim would be recorded as a fault claim.

Miss T was unhappy with esure's decision. She contacted the shop owner and obtained a written statement from him which contradicted what esure said. The shop owner said CCTV footage showed the TPV reverse into Miss T's car and he provided the full registration details for it. The owner said he didn't call esure at any point. He confirmed Miss T had asked for a copy of the CCTV footage but he wasn't able to release it unless requested by the police. The owner said the footage has since been deleted.

Miss T said esure hadn't properly investigated the claim. She said it lied about viewing the CCTV footage. She wanted esure to arrange repairs to her car, for her to not have to pay the excess, and for the claim to be recorded as a non-fault claim.

esure didn't uphold Miss T's complaint.

Our Investigator thought esure had acted reasonably. She explained that based on the evidence, esure's notes taken at each stage of the claim review carried more weight than the statement provided by the shop owner over a year after the incident. Although this service requested a recording of the key call between the shop owner and esure, this was no longer available due to a migration of its IT systems, which this service was aware of.

Miss T didn't agree. In summary she says all available evidence was given to esure to prove liability. But it failed to properly investigate the claim and her evidence has been dismissed which is unfair.

So Miss T wants an ombudsman to decide.

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.

When a claim is made, it's reasonable for an insurer to ask for verification documents. I think overall esure made reasonable requests for information to deal with Miss T's claim.

We don't decide liability. That is the role of the courts. But we can look at whether an insurer has properly investigated a claim and reached its decision in a reasonable way.

esure, like most if not all other insurers, has a very common term where it can take over the defence and settlement of a claim in Miss T's name. This means esure might reach a decision Miss T doesn't agree with. We don't think this is wrong provided esure has shown it treated its customer fairly when applying this term.

When esure decided to abandon its pursuit of liability admittance from the third party, it wrote to Miss T;

"This is to confirm that the third party insurer have denied any involvement from their driver and that the CCTV footage does not clearly confirm any details."

Miss T understood this statement to mean that esure had viewed the CCTV footage – and I can understand why she drew that conclusion as I think esure could have been clearer here.

In response to Miss T's complaint, esure confirmed the following:

"We approached the owner of the (type of shop name inserted here) shop and they advised that they would not release the footage to us and that the police would have to request this. We sent a request to the police to request the information and then we were contacted by the shop owner again to advise that the footage was dark and unusable."

Miss T contacted the shop owner directly and obtained a written statement from him just over a year after the incident. She said the shop owner's statement shows esure lied about its contact with him as he said he didn't contact the insurer.

I've checked the case notes provided by esure and the timeline shows the following key entries:

12 April 2023 – letter to witness (shop owner) for CCTV.

24 April 2023 – incoming call from witness – owner of shop for CCTV:

“they have viewed the CCTV but as it is dark cannot make out the full reg of tpv. Advised they cannot provide footage to us without police requesting this either, confirmed would note the file for the handler to review next steps”

2 May 2023 – request to police to obtain CCTV footage

25 May 2023 – chased police.

14 June 2023 – received third party engineer report confirming no consistent damage.

14 June 2023 – decision to abandon pursuit of recovery from third party for liability and damage.

I am not able to match the order of the contact with the shop owner with what esure wrote in its response to Miss T's complaint. I can only find one entry of contact by letter to the shop owner and one response by phone.

So I think esure wasn't as clear as it should have been when explaining to Miss T why it reached its decision. And so I've considered if this makes a difference to the outcome.

I don't think it does. Ultimately the case notes show esure asked the shop owner for a copy of their CCTV footage – and this request doesn't seem to be in dispute. Although there is no available call recording, there isn't anything to suggest the comment about the quality of the footage wasn't made on 24 April 2023 – given the consistency in the statement by the shop owner dated 10 April 2024 about only providing the footage to the police. So I think it was reasonable for esure to take this into account overall once it received the third party engineer's report.

I understand Miss T is concerned about the accuracy of esure's recording of the information. And I appreciate that Miss T says the TPV wouldn't have shown damage due to having a bar on their vehicle where impact occurred. But the engineer's report – along with the comments in relation to the quality of any available CCTV footage – showed no proof of claim for esure to pursue with the third party, who denied involvement.

Miss T feels the evidence she has provided has been dismissed. She says we could contact the shop owner to verify his account.

It isn't for us to obtain evidence to decide a claim, but to consider the information provided by both parties. I don't think esure's decision to place less weight on the written statement provided by the shop owner is unreasonable. It has been provided over a year after the event, without the availability of the CCTV footage as he says it has been deleted.

Insurers have experience in dealing with claims all the time – and so they have a good knowledge on whether a claim is more or less likely to succeed if it continues to pursue it – or whether it is better to make a decision to settle the claim on the best terms possible. It isn't in an insurer's interests to settle a claim as a fault claim if it has good prospects of pursuing and recovering claim costs from a third party.

I think overall esure's decision not to pursue the third party for liability and damage was reached in a reasonable way. And so because esure won't be able to successfully recover its costs of any claim for damage repairs Miss T makes, it is entitled to charged Miss T the

excess due under the policy and record the claim as a fault (non-recoverable) claim if she decides to have her car repaired by an approved repairer under the policy.

I understand Miss T's strength of feeling about her claim and complaint. But in this case, I don't think esure needs to do any more.

My final decision

I'm sorry to disappoint Miss T. My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss T to accept or reject my decision before 26 September 2024.

Geraldine Newbold
Ombudsman