

## **The complaint**

Mr W complains that esure Insurance Limited mishandled his claim on a motor insurance policy.

## **What happened**

The subject matter of the insurance, the claim and the complaint is a large estate car, made by a premium brand manufacturer and first registered in late 2018.

In May 2022, Mr W acquired the car. For the year ahead, he had the car insured on a comprehensive policy with esure. Like most such policies, esure's covered accident damage but it didn't cover damage caused by wear and tear.

Unfortunately, Mr W reported that in December 2022, a third party had damaged the rear of the car. So esure appointed a repairer. Much of the complaint is about acts and omissions of that repairer on behalf of esure. Insofar as I hold esure responsible for them, I may refer to them as acts or omissions of esure.

From early January 2024, Mr W complained to esure about the following issues:

1. Water leak in the boot, damaging electrics
2. Engine light coming on
3. Headlights filled with condensation
4. Broken bumper clips
5. Significant vibrations at high speed

esure provided Mr W with a hire car.

By a final response dated 10 January 2024, esure apologised for poor handling and said it was sending Mr W £150.00.

From February 2024, the repairer had Mr W's car back. In mid-February 2024 an esure engineer inspected the car.

In early March 2024, Mr W's car went to a main dealer franchised by the manufacturer. Based on what the main dealer said, esure declined to repair the issues Mr W had complained about.

In mid-April 2024, esure withdrew the hire car. On about 19 April 2024, esure instructed an independent assessor to report on the car. On about 25 April 2024, the assessor inspected Mr W's car.

By a second final response dated 29 April 2024, esure said it was sending Mr W a further £125.00 as a goodwill gesture for the time it took to get the car inspected and assessed. Otherwise, esure turned down Mr W's complaint.

Mr W asked us to investigate.

On 22 August 2024, our investigator didn't recommend that the complaint should be upheld. He thought that esure acted fairly and reasonably when deciding the damage highlighted by Mr W wasn't related to the accident in December 2022, or to the repairs by the repairer. He thought that the issues were more likely caused by wear and tear, and therefore not covered under the policy.

Mr W disagreed with the investigator's opinion. He submitted further information.

On 28 August 2024, our investigator still didn't recommend that the complaint should be upheld. He didn't think that esure acted unreasonably when deciding not to cover Mr W's claim, or that esure was responsible for the damage to the car.

Mr W disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- The vehicle was stored in a garage until the end of October 2023. He then parked it outside and noticed the leak.
- Since October 2023, the repairer had been unable to locate the exact location of the leak.
- The leak problem is due to an incorrectly installed seal.
- The leak is located at the impact site.
- In February 2024, he sent the repairer a video illustrating the location.
- The repairer held his car from February until the end of June 2024. His car was under the care of esure's repairer, so it was responsible for preventing further damage to the car.
- During that time, the repairer took it to a main dealer who left it outside without any cover.
- The repairer applied sealing paste to the seal, and the leaking issue was resolved.
- The repairer incorrectly used sealing paste in the trunk seal.
- In late June 2024, he got the car back. It had new damage including:
  - A hole in the headliner near the trunk area
  - Broken clips on the rear light
  - Scratches on the front of the car
  - A cracked black strip protecting the rear bumper
  - Holes in the plastic on the left side of the trunk lid
- The engine light was still on.
- In late June 2024, he conducted a water flow test with a mechanic.

- On 5 September, mechanics found 33 errors related to the electronic modules located in the rear of the vehicle damaged due to prolonged exposure to water.
- He replaced brake pads, but the vibrations persist.
- On Tuesday 17 September 2024, a test found that the sunroof drains were not blocked.
- Repairing everything will cost several thousand pounds.

### **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.

#### Scope of this decision

The Financial Ombudsman Service is bound by the Financial Conduct Authority's dispute resolution rules. One of those rules is that, before we can investigate a complaint, the consumer must first have made that complaint to the regulated firm and waited for up to eight weeks for a final response.

It follows that we can't investigate a complaint that Mr W didn't make in the complaint that led to the final response dated 29 April 2024. So this decision won't deal with Mr W's later complaints, including about keeping his car or about additional damage that Mr W noticed when he got the car back in late June 2024.

#### Findings

The accident and the need to make a claim were, in my view, bound to cause Mr W distress and inconvenience. However, esure had to deal with the claim fairly and in line with the policy terms.

From its MOT history, I note that the car passed a test in March 2023, with a recorded mileage of about 29,000 and an advisory for a worn front tyre.

The MOT certificate expired in early March 2024. There was no further MOT test until August 2024, when the car passed with a recorded mileage of about 39,500 and an advisory for worn brake pads.

I note that Mr W has said that the car was stored in a garage until October 2023. However, its recorded mileage was increasing. So I find it likely that Mr W continued to drive the car (including in wet weather) after the repair in early 2023. If there had been a defective repair to a seal at the rear of the car, then I would've expected a leak to show up before late October 2023.

I've noted Mr W's videos and photographs. They show the visible damage. However, I don't find that they show that the accident or esure or its repairer caused such damage.

I've considered comments from esure's engineer following the inspection in February 2024, the main dealer following investigation in March 2024, and the independent assessor following inspection in April 2024.

From those comments, I find that blocked drainage from the sunroof caused water ingress into the headlights and a module, which caused the issue with the engine warning light.

I accept Mr W's evidence that the sunroof drains weren't blocked in June or September 2024. However, I find that they were blocked when the water ingress started in October 2023.

I also accept that someone put sealant on the seal around the tailgate. However, I haven't seen enough evidence to say who did that or when. In any event, I place more weight on the comments of esure's engineer, the main dealer and the independent assessor.

I don't find that the accident or esure or its repairer caused the issues of water ingress or vibration. I don't find that there was anything wrong with the bumper clips.

Keeping in mind that the policy didn't cover wear and tear, I don't consider that esure treated Mr W unfairly by declining to repair the five issues listed above.

I've noted some shortcomings in esure's service, including that it took some time to arrange inspections in 2024. I've thought about those shortcomings and their impact on Mr W. However, (in addition to providing a hire car) esure paid Mr W a total of £275.00. I consider that this was fair and reasonable to try to put right that impact. So I don't find it fair and reasonable to direct esure to pay any further compensation.

### **My final decision**

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct esure Insurance Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 21 November 2024.

Christopher Gilbert  
**Ombudsman**