

## **The complaint**

Mrs M complains about how esure Insurance Limited (“esure”) handled a claim under her car insurance policy.

## **What happened**

Mrs M had a motor insurance policy with esure covering her car.

Her car suffered damage in late October 2023 when a third party collided with it. She tried to submit a claim online but the facility wasn’t working.

Mrs M was eventually able to send esure photos of the damage and it initially thought that the car might be beyond economic repair. She was promised a call back, which didn’t happen.

Her car was inspected by esure which now thought it could be repaired. It arranged collection.

Mrs M wasn’t told this and was contacted by a repairer. Because Mrs M didn’t know about the collection, she refused it. She asked esure to help. It didn’t reply.

About 6 weeks after the collision, esure called Mrs M and they agreed to use a particular garage, which was Mrs M’s choice of repairer. But the repairer couldn’t deal with Mrs M and told her to go back to esure.

Several weeks passed with Mrs M trying to move her claim forward, and esure trying to call Mrs M but having no answer.

Mrs M complained about the communication she’d had from esure. She says she would typically spend two hours on the phone trying to get answers.

Mrs M brought her complaint to this service. esure then responded. In its final response in April 2024, it said was still waiting for an estimate for repairs. It offered Mrs M £150 compensation and waived its non-approved repairer excess of £200.

Our investigator looked into it and thought it the amount of compensation esure had offered her was fair. He also said Mrs M could make a further complaint to esure about the issues she was still having getting her car repaired.

esure agreed with the view, but Mrs M didn’t. Because she didn’t agree, this complaint has been passed to me to make a decision.

I issued a provisional decision to allow the parties to consider the matter further:

*I’ve only provided brief details of Mrs M’s claims journey above, but I’d like her to know that I’ve read all of the file of evidence I’ve been provided even if I don’t mention it further here. This is in line with the informal nature of this service’s approach.*

*It's my understanding that Mrs M has made a further complaint about esure's continuing service in her claim.*

*This complaint can only consider Mrs M's claim up to 4 April 2024, which was the date of esure's final response to her.*

*It's important I say that this service's approach looks at whether esure's actions were fair and reasonable in how it dealt with her claim. Having done so I'm considering upholding Mrs M's complaint as I think the compensation offered to her isn't enough for the distress and inconvenience she's been caused. I'll explain.*

*I can see from the file that Mrs M found reporting the claim to esure very annoying and stressful. She tried to use the online reporting portal a few times, and each time was told that it wasn't working and to contact customer services.*

*Then, when she tried to do this, she wasn't able to speak to anyone who could help her and the call lengths were all long. She was told she'd be called back, but didn't receive the calls. It took three weeks after the collision for esure to send her a text message with a link to upload images.*

*It took a further three weeks, during which Mrs M had complained, for esure to call her and talk through her claim.*

*This is over six weeks from the collision, and I can't see that Mrs M is responsible for any of the delay.*

*I can also hear in that call that esure doesn't have any details about what happened in the collision, which I find remarkable given the length of time that had passed and Mrs M's efforts to tell it about the situation.*

*In the call with esure's claims department, there's a discussion about the repairer. Mrs M says she wants to use a particular branch of a certain repairer, and this is important because it's her choice of repairer rather than using esure's own approved repairer.*

*What this means is, esure would apply a different excess to her claim (an additional £200) but esure's claims handler agrees to waive this given the difficulties she's had in claiming. But when esure sent an email to Mrs M about this, on the email it said it had appointed a different branch of the repairer Mrs M had chosen.*

*That branch then contacted Mrs M, who was confused as it wasn't the branch she was expecting, and the repairer then told Mrs M to go back to esure to get the repairer changed to her nearest branch.*

*"the claims team would contact the garage who would then contact me to arrange a date for my vehicle to go in to be repaired. [The repairer] did contact me the same day but it was the wrong branch who were unable to transfer it to the correct branch and directed me back to my insurer."*

*I've thought carefully about the situation Mrs M had found herself in. She'd been involved in a non-fault collision with a third party. She had tried repeatedly to use esure's system to report it, which didn't work. esure didn't call her back, then when it did, it instructed the wrong repairer. And putting right this error it caused seems to only have caused further issues.*

*What Mrs M should have done was to go to her own choice of repairer and ask for an*

*estimate to be sent to esure, but that's not how esure's email to her reads. And the repairer that it did nominate (it must have done, as how else would that branch have got in contact with Mrs M) then muddles the situation by tell Mrs M to re-contact esure.*

*And I can see from the file she had significant issues in trying to do that.*

*I can see esure tried to contact Mrs M during December, but she has told this service that her phone would typically ring once before hanging up. Then, she couldn't call it back as it would take an hour or two to be answered.*

*It seems to me that Mrs M was frustrated at every stage of her claim and complaint by esure's poor systems, procedures and low staff numbers (which is alluded to in a call with one of its staff members).*

*I don't think esure's service has been good enough here, and the disruption and distress to Mrs M is palpable.*

*At the same time Mrs M is trying to claim, she's also trying to make a complaint and resorts to contacting the chief executive as she's so frustrated. I can see that esure doesn't respond to these complaints, and they 'time out' over eight weeks without her being responded to.*

*In its final response in April 2024, esure agree to waive the £200 non-approved repairer excess. But this was already waived by its claims handler in a call in December. It's a further example where esure hasn't understood the problems with Mrs M's claim and complaint, and simply offers her a solution that was already in her grasp.*

*It seems to me that esure didn't try to understand what the situation was with Mrs M's claim until about early February 2024, when Mrs M's choice of repairer was again discussed. I can see from that point, esure did try to contact Mrs M more frequently and I can see it contacted her asking her to forward it her repairer's estimate for approval.*

*Making a claim brings with it some elements of disruption and inconvenience, but esure is the expert here and should have been able to establish her needs and guide Mrs M appropriately. And it failed to do this for a period from October to February. And, when Mrs M complained to it, it still didn't take much action or move her claim on appreciably.*

*Mrs M has described her inconvenience and distress to this service and I can see this took place over the period I've mentioned above. I've said above that I think esure reasonably caused the majority of this delay, but I also think it's fair I say that from February onwards Mrs M didn't seem to respond to esure's messages asking her for her repairer's estimate.*

*I've said above this complaint only covers the period up to 4 April 2024.*

*I've thought about these delays and the timescales involved, and I've and looked at this service's guidelines on compensation. And I think the appropriate amount of compensation is £300, so an additional £150 over the amount offered by esure.*

*esure has already agreed to waive its non-approved repairer excess, and I think that's fair.*

## **Responses to my provisional decision**

*esure agreed to pay the additional compensation. Mrs M replied and said her car still hasn't been repaired despite her submitting estimates to esure twice.*

## **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.

As the parties have either agreed with my provisional decision or provided no further evidence, my final decision and reasoning remains the same as my provisional decision.

I've said above that Mrs M had made a further complaint about esure's ongoing service on her claim. She should ensure she continues to do so about her ongoing issues and she may be able to bring these complaints to this service in due course.

## **My final decision**

It's my final decision that I uphold this complaint. I direct esure Insurance Limited to pay Mrs M a total of £300 compensation for her distress and inconvenience. If any amounts of compensation have already been paid then these can be deducted.

esure Insurance Limited must pay the amount within 28 days of the date on which we tell it Mrs M accepts my final decision. If it pays later than this, it must also pay interest on the amount from the date of my final decision to the date of payment at 8% a year simple.

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

Richard Sowden  
**Ombudsman**