

## **The complaint**

Mr P complains about delays and the quality of repairs carried out by esure Insurance Limited ("esure") after making a claim on his car insurance policy.

## **What happened**

In April 2023 Mr P found that his car had been damaged with spray paint while it was parked, so he contacted esure to make a claim on his car insurance policy.

esure instructed a repairer but when Mr P received his car back in May 2023 he was unhappy with the quality of repairs saying that there were swirls on the car, the window scrapers and roof were covered in paint, and seals were a different shade of colour.

Mr P's car was returned to the repairer for rectification work which was completed in June 2023, but after receiving the car back, Mr P said there were still issues with the quality of the repairs. Mr P then complained to esure in August 2023, and in response it arranged for an independent engineer to inspect the car.

The independent engineer carried out a post repair assessment and recommended refitting door panels, replacing the front bumper seal, and a final polish and finesse. This work was carried out in October 2023, but Mr P remained dissatisfied with the quality saying that there were still some unresolved issues with the car.

After Mr P brought his complaint to this Service, esure said it was satisfied the repair work had now been completed to a good standard. But it offered to pay Mr P £150 compensation in recognition of the inconvenience caused by the repairs requiring multiple attempts to complete satisfactorily. Mr P declined this offer.

Our investigator wasn't persuaded Mr P had shown there were still any issues with the repairs. But although he agreed there were unreasonable delays in completing the repairs, he was satisfied esure's offer of £150 was a fair way to put this right.

Mr P didn't agree, so the complaint has been referred to me 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.

Having done so, I've decided to uphold the complaint. I'll explain why.

I've begun by considering if it was unfair for esure not to arrange any further repairs. Mr P says that the window door scraper clip is broke, and the window winder on the rear nearside was scraped and damaged when it was prised off in the garage. He says these issues weren't present when he took the car in for repairs.

I've looked at the repair estimate, independent engineer's report, and the accompanying photos. The estimate and engineers report don't mention these two issues, and I can't see any clear indication of the issues Mr P mentioned from the photos. And aside from his own comments, Mr P hasn't provided anything more to show the damage he says is present.

The independent engineer provided a letter to esure dated 17 October 2023 saying that all rectification work noted on the report had now been completed to a good standard. Although this letter says that Mr P was still unhappy with the work and that he would be seeing the original repairer, I've seen nothing to show the independent engineer later revised their position that the repairs were satisfactorily complete.

Since the independent engineer confirmed the repairs were complete to a good standard, and other than his own comments, Mr P didn't provide anything more to show otherwise, I don't think it was unfair for esure to consider the repairs completed and to not agree to do anything more on the repair side of the claim. And since I'm not persuaded it's been shown there are still any issues with the car, I agree with the conclusion esure reached that the repairs had been satisfactorily completed.

esure accepted there were unreasonable delays on Mr P's claim and it offered to pay him £150 compensation for this. I've considered if this is a fair response.

It took from April 2023 until October 2023 for the repairs to be completed, and during that time the car had to be returned for additional work more than once. I think that was unreasonable, and it caused Mr P some distress and inconvenience.

Mr P says that esure previously gave him £250 for the repair issues as a gesture of goodwill. But esure has now offered to pay Mr P an additional £150. I think this is in line with our award levels for the level of impact caused to Mr P. So I think this is a fair and reasonable way to resolve the complaint and that esure should pay Mr P £150 compensation.

### **Putting things right**

I require esure to pay Mr P £150 compensation for the distress and inconvenience caused by its handling of the repairs.

### **My final decision**

My final decision is that I uphold this complaint and I require esure Insurance Limited to carry out what I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 1 January 2025.

Daniel Tinkler  
**Ombudsman**