

The complaint

Mr R complains about the standard of repairs carried out on his car following a claim he made on his motor insurance policy.

What happened

The following is intended as a brief summary of events. Mr R was involved in a road traffic accident and contacted esure to make a claim under his motor policy.

The accident was confirmed as non-fault and esure arranged for a garage to complete repairs to Mr R's car. There were some concerns around a potential oil leak and an issue with the car's headlight washers which esure initially said weren't accident related and requested evidence from Mr R to establish they were issues caused by the accident.

Mr R also had concerns over the replacement bumper and grill fitted as part of the repair. He said it wasn't a genuine part and was misaligned. And he said the car's fog light was scratched and needed to be replaced. Mr R raised these issues with esure, and the car was ultimately returned to the engineer to fix the alignment issues twice.

Mr R remained unhappy with the repairs so he complained to esure and said he'd taken the car to a main dealer who said he would need the bumper, grill, and fog light to be replaced with genuine parts. He also said esure hadn't given him clear options over how to get the repairs completed by his own choice of garage. But esure disagreed and said their policy terms allowed for non-genuine parts to be fitted and their engineer didn't agree a replacement was needed – only an alignment.

Unhappy with esure's response to his complaint, Mr R brought the complaint to this Service. An Investigator looked at what had happened and ultimately concluded that as Mr R was unwilling to return to esure's garage again, esure should pay the cash value of the cost to fix Mr R's car to conclude the claim, as well as £200 compensation for distress and inconvenience caused.

In response, esure agreed with the Investigator's recommended compensation award but didn't agree that they should pay for new parts when they felt only alignment was necessary. And they said their engineer had also said the damage to the fog light could be polished out. Mr R also disagreed with the Investigator and said the bumper esure's garage had used didn't fit his car and needed to be replaced. He also said the damage to the fog light was severe enough that the main dealer recommended it be replaced.

As both parties disagreed with the Investigator's recommended outcome, it was passed to me to decide. I issued a provisional decision of this complaint on 16 December 2024. I've set out my provisional findings below:

"The facts of this complaint are well known to all parties, and I'm conscious a lot has happened during the life of this claim. But as most of these issues have been resolved previously, I won't set them all out here again. At present, Mr R remains unhappy with the repairs that were carried out to his car by esure's garage, and it's

not disputed that esure needs to put this right. But the question is how they should go about doing so. The remaining complaint points that I need to make a decision on are whether esure should replace Mr R's bumper, grill, and fog light, as his main dealer suggests, or whether it would be fair for esure to pay the cost of having these items re-aligned and repaired, as their engineer has set out.

Mr R's main concerns appear to be around the suitability of the replacement bumper and grill esure's garage fitted. He's said the replacement part is not genuine and doesn't fit correctly. So, I've started by looking at what esure is required to do under the terms of the policy, which say:

- We may use parts which aren't made by the manufacturer of your car if they're the same type and quality of the ones we are replacing. This may include recycled parts or parts made using recycled materials".*

While I don't doubt Mr R may have discussed genuine and non-genuine parts with the repairing garage, I'm ultimately satisfied these terms allow esure to use non-genuine parts when repairing a vehicle, so they acted fairly. And while I appreciate Mr R's comments around the bumper which was fitted, I can't reasonably conclude that say esure acted unfairly in using the parts they did. While the main dealer has referred to genuine parts being required, the evidence I've seen doesn't persuade me there is anything sufficiently wrong with the items to direct esure to disregard the policy's terms and replace the bumper and grill with genuine manufacturer's parts. This means I think esure would only be responsible for making adjustments to the bumper and grill, and not replacing them.

I can see esure offered to have Mr R's car taken back in for re-alignment, which I find to be fair. And while I acknowledge Mr R has lost faith in the initial repairing garage and I can understand why, it's usual practice for the car to go back to the original repairer to allow them to fix any issues. However, due to Mr R being unwilling to use that same garage, the Investigator recommended that esure pay Mr R a cash settlement in order to conclude the complaint. Having reviewed all the available evidence as part of this complaint, I have come to largely the same conclusion, however only in relation to rectification works and not complete replacement. I'm satisfied this is the correct approach in this particular complaint which provides a fair and reasonable outcome and avoids further delays for Mr R.

However, in relation to the damaged fog light, I note that esure's garage only reviewed this from photos supplied. Whereas Mr R has had the car inspected by a main dealer who said it should be replaced. On balance, I'm persuaded it would be fair and reasonable for a replacement instead of a repair in this instance and on this particular item.

I can see esure has said they would pay for three hours of rectification work at £60 per hour (a total of £180 + VAT) which included re-aligning the bumper and polishing the fog light. I can't be sure what basis esure's agreed rates are on, and whether these are preferential rates with their appointed garages. Nor can I be sure of the cost Mr R will need to pay to ultimately have the bumper and grill realigned. So, having thought about this complaint very carefully, I think a fair and reasonable conclusion here is for esure to pay the offered £180 + VAT as the cash value of having the bumper and grill re-aligned in order for Mr R to have this done by a garage of his choice. And esure should also pay for the cost of a replacement fog light instead of trying to repair it.

While I note Mr R has said he wasn't given the option to use his own choice of repairer, I can see he was told he could use his own garage if he paid his excess. Given Mr R's excess had been waived as the accident wasn't his fault, it appears he didn't want to pay the excess on his policy and said he would need to think about it. And as he ultimately didn't proceed with this option, I'm not persuaded esure has treated Mr R unreasonably in this regard as they did provide the choice to him.

In respect of how esure handled the claim, I recognise the impact this complaint has had on Mr R, and while I haven't detailed everything here – I've considered everything Mr K has said. I appreciate how frustrating it would have been to have the car returned for repair works and having to spend time having quotes carried out.

While I don't agree with Mr R in having the bumper and grill replaced, I do think he's had a stressful claim's experience over and above what would normally be expected. I'm therefore satisfied awarding a sum of compensation is appropriate in the circumstances and I think £200 adequately reflects the impact esure's actions had on Mr R.

Putting things right

In order to conclude this complaint, I'm minded to direct esure to:

- *Pay £180+ VAT as a cash settlement to allow Mr R to have his bumper and grill realigned at a garage of his choice;*
- *Pay for the cost of a replacement fog light as per Mr R's engineer's quote; and*
- *Pay £200 compensation for distress and inconvenience."*

I invited both parties to respond to my provisional decision with any further information or evidence they wanted me to consider. Mr D replied and said he was in agreement with how I thought the complaint should be concluded. And esure responded to my provisional findings and said they largely agreed, except for my findings on replacing the fog light. They said a replacement on a 13-year-old car was not justified.

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.

I've thought about esure's comments on whether Mr D's fog light should be repaired or replaced. I do appreciate their engineer feels the damage can be polished out. But as I explained previously, esure's garage only reviewed the damage from photos supplied, and Mr R has had the car inspected by a main dealer who said it should be replaced. On balance, I remain satisfied it would be fair and reasonable for a replacement item. And while I take on board esure's comments on this point, I'm satisfied my decision produces a fair and reasonable outcome to this complaint. So, I'm not persuaded to come to a different conclusion than I did previously.

As neither party has provided any further information for me to consider in relation to the other findings I made in my provisional decision, I see no reason to depart from what I said previously on these points.

My final decision

For the reasons given above, my final decision is that I uphold this complaint. I direct esure Insurance Limited to:

- Pay £180+ VAT as a cash settlement to allow Mr R to have his bumper and grill realigned at a garage of his choice;
- Pay for the cost of a replacement fog light as per Mr R's engineer's quote; and
- Pay £200 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 15 January 2025.

Stephen Howard
Ombudsman