

## **The complaint**

Mr C complains about esure Insurance Limited's handling of his car insurance claim.

## **What happened**

The background to this complaint is well known to both parties, so I'll provide only a brief summary here, concentrating on the key issues as I see them. I have read and carefully considered all the information and evidence we have on file.

Mr C has car insurance underwritten by esure. He made a claim in November 2023 after his car was involved in a road traffic accident.

esure accepted the claim and had repairs carried out. And they provided Mr C with a replacement hire car until the repairs were completed.

In short, Mr C wasn't happy with esure's handling of the claim and made a complaint to them.

He said there were avoidable delays caused by esure and/or their agents - and poor service provided by them.

He said the car hadn't been properly repaired, with a number of claim-related issues outstanding – and indeed, further damage caused by esure's engineers.

esure's final response to Mr C's complaint was dated 21 February 2024. They admitted there had been poor service and avoidable delays and offered Mr C £300 in compensation for the trouble and upset this had caused him. And they agreed to carry out further repair work identified in a post-repair engineer's report from late January 2024.

Mr C wasn't happy with this response and brought his complaint to us. He says the compensation offered by esure is insufficient given the extent of the trouble and upset he's been caused. And he wants his car fully repaired and returned to its pre-accident state. He wasn't satisfied that the January post-repair report would achieve this.

He also raised issues about the hire car esure provided – which he says had far greater fuel costs than his own vehicle – and a damaged car seat which esure had not agreed to replace. And he said esure had failed to properly deal with his request for legal assistance with his injury claim.

Our investigator looked into it and agreed with Mr C that esure hadn't handled his claim in a fair and reasonable manner.

She said esure should:

- pay Mr C's additional fuel costs, on receipt of evidence from Mr C that they'd been incurred;

- review Mr C's car seat claim, on receipt of evidence of ownership from Mr C;
- ensure Mr C was contacted by the legal firm who could assist with his injury claim;
- pay for any repairs identified as claim-related or caused by esure's agents in the latest post-repair engineer's report (there had been a further report in April 2024); and
- pay Mr C a further £300 in compensation (so, £600 in total).

Mr C didn't accept our investigator's view, so the case was passed to me for a final decision.

### **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.

First of all, I'll clarify the scope of our investigation and what I can and can't consider in this decision.

The Financial Conduct Authority's Dispute Resolution (or DISP) rules set out how our service operates. They're statutory rules and they give us powers to investigate and determine complaint cases. We can't choose to ignore those rules or operate outside them.

In short, the DISP rules say that we can only consider complaints that the respondent business has had a chance to look into and resolve themselves.

That means we can only consider – as part of this complaint – issues that Mr C raised with esure in his complaint to them. The only exception being where esure have consented to us looking into other matters.

esure's final response to Mr C's complaint was issued on 21 February 2024. So, I can't consider in this decision any entirely new issues which have arisen since that point in time, unless esure have consented to us doing so.

I want to make this clear because the claim is still not completely resolved. And Mr C appears to take issue with things esure have done since 21 February 2024. It's not for me to look into those new issues here.

Mr C can make a new complaint to esure about any entirely new issues arising after February 2024. And if he's not happy with their response, he can bring that complaint to us.

esure's final response in February 2024 addressed Mr C's complaint about the delays and poor service and about the repairs to his car. So, I can consider those matters.

esure have also agreed to pay for Mr C's car seat, on receipt of satisfactory evidence of ownership from Mr C. And they've agreed to pay his additional fuel costs for the relevant period – again on receipt of evidence from Mr C. They also agreed to ensure Mr C was contacted about his potential injury claim.

I believe Mr C has now been in touch with the legal firm who may support his injury claim. So, again, that matter is resolved. I understand that Mr C remains unhappy that esure didn't put him in touch with the legal firm sooner – and that's reflected in the compensation I'll confirm (see below) for the delays and poor service generally.

That means esure have in effect consented to those matters – the car seat, the fuel costs, and the legal contact - being considered as part of this complaint. There's no dispute about those issues now, so it may be a moot point, but I'll address those issues in my directions to esure (below).

I'll now turn back to the matters which were part of the original complaint to esure – the repairs and the delays / poor service.

esure can't now reverse the delays and poor service. The only question for me is what level of compensation is appropriate for Mr C's trouble and upset. I'll deal with that in more detail in the section below.

Suffice to say for now that everyone accepts the service Mr C has received has been poor. He has had to chase for progress on his claim, communication from esure and/or their agents has been poor to non-existent at times, and the claim has dragged on unnecessarily for a prolonged period of time.

In terms of the repairs themselves, I agree entirely with our investigator's view. She was right to say that esure should pay for any further repairs to damage identified – at expert inspections - as either claim-related or caused by esure's agents.

As I understand it, since our investigator issued her view, esure agreed to pay for an inspection carried out by an independent engineer. That inspection has been carried out and a report produced. And esure have agreed to pay for all remaining repairs to damage which is claim-related or caused by their agents.

In short then – and although it's taken far too long to get to this point – Mr C has now got everything he wanted in terms of the outcome of his complaint (as I say, I'll deal with compensation below).

Mr C – perhaps understandably given his experience thus far – appears to want us to supervise or monitor the on-going claim and how esure are dealing with it. I've explained above what our remit is, according to the DISP rules, so that's not something we can do.

I'm going to direct esure about what they need to do to put things right for Mr C in terms of his original complaint - and the additional issues esure have in effect agreed can be looked at in this complaint case (as described above).

But we won't be keeping this case open until the claim is absolutely concluded in order to act as a check on esure's future actions. As I've said, if Mr C is unhappy with any new issues which have arisen recently or do so in future, he can make a further complaint to esure – and then to us if he's not satisfied by their response.

### **Putting things right**

I'm going to confirm, in this decision, that esure need to do those things our investigator asked them to do. Some of which have already been done, or at least started.

This will include: paying for any further repairs to damage which is either claim-related or was caused by esure's agents; considering Mr C's car seat and additional fuel cost claims; and making sure contact has been established between Mr C and the relevant legal firm regarding his potential injury claim.

I'm also going to require esure to pay a total of £600 in compensation for Mr C's trouble and upset. As I've said, the service provided to Mr C by esure and/or their agents was extremely poor at times. And the claim has been outstanding for far too long, with the necessary repairs not yet completed. Much of the delay was avoidable and is the fault of esure and/or their agents.

Mr C has had a hire car for the vast majority of the time the claim has been in progress, so the impact on him has not been as severe as it might otherwise have been.

However, he has experienced a degree of inconvenience in having to chase esure for

progress on the claim. He's also been frustrated and upset by esure's - and/or their agents' - failures to respond to his queries and communications appropriately and in a timely manner.

And he's experienced considerable stress and anxiety, for a prolonged period, about the state of his car and the delays in it being properly repaired.

We set out on our website the circumstances in which we award compensation. As we say there, we think awards somewhere between £300 and £750 are fair where the impact of a mistake has caused considerable distress, upset and worry – and/or significant inconvenience and disruption that needs a lot of extra effort to sort out - typically, over many weeks or months.

Our investigator suggested compensation towards the upper end of that bracket. Given Mr C's experiences in this case, I agree that £600 in total is fair and reasonable compensation for his trouble and upset.

### **My final decision**

For the reasons set out above, I uphold Mr C's complaint.

If they have not done so already, esure Insurance Limited must now:

- pay Mr C's additional fuel costs, on receipt of evidence from Mr C that they'd been incurred;
- review Mr C's car seat claim, on receipt of evidence of ownership from Mr C;
- ensure Mr C was contacted by the legal firm who may assist with his injury claim;
- pay for any repairs identified as claim-related or caused by esure's agents in the latest post-repair engineer's report (April 2024); and
- pay Mr C £600 in compensation in total (including, rather than in addition to, any payments that have already been made).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 6 March 2025.

Neil Marshall  
**Ombudsman**