

## **The complaint**

Mr C complains esure Insurance Limited (esure) gave him incorrect information about his entitlement to a hire car when he made a claim on his motor insurance policy.

## **What happened**

On 14 June 2024 Mr C contacted esure to report a fault incident in his car, in which both his car and a neighbour's wall had been damaged.

During this call esure's representative incorrectly said he was entitled to a hire car for the period of the repair and explained that its approved hire car provider would be in contact to sort this out the following day.

esure accepted its representative had given incorrect information about being provided with a hire car. He was made aware of this mistake when he called esure the following day and was then correctly told he would be provided with a courtesy car by the repairing garage for the duration of the repairs which were to start on 19 June 2024. esure paid him £30 compensation for its mistake and £20 for two days loss of use of a courtesy car.

Because Mr C was not happy with esure, he brought the complaint to our service. At this point esure increased its offer of compensation to £50 plus £20 for loss of use. A total of £70.

Our investigator upheld the complaint. They looked into the case and said a courtesy car was not due to be provided until the car was booked in for repairs. They said the loss of use payment of £20 and the compensation of £50 offered by esure was fair in relation to Mr C being misinformed about the provision of the hire car. It should pay him the further £20 compensation.

As Mr C is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

## **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.

In Mr C's insurance schedule it shows that he had added the optional extra of *hire car* to his policy. In the terms of the policy it says:

*"06 Extra cover you've added*

*Hire car - if yours is written off or stolen*

*If you make a claim and we decide that your car is a total loss or it's been stolen and not recovered, we will provide a hire car by the end of the next working day, for a period of up to 21 days."*

In this case, because Mr C's car was not written off or stolen he was not entitled to a hire car under this extra cover.

In the terms and conditions of Mr C's policy. It says:

*"A courtesy car is provided while your car is being repaired by our recommended repairer as part of a valid claim, as long as you have a comprehensive policy which remains in force for the duration of repairs. We aim to provide a courtesy car to you within two working days from when your car goes in for repair."*

I listened to the calls made to esure by Mr C. On the 14 June 2024 esure's advisor clearly told him a hire car would be provided to him by its approved hire car provider, and that he would be contacted the following day. I saw this was also confirmed in an email to him. During a second call to esure from Mr C the day after, it told him he had been given incorrect information the previous day and he wasn't entitled to a courtesy car until his car was being repaired. It apologised for its mistake and his car was booked in for repairs on 19 June 2024 and a courtesy car was organised to be provided to him from the repairer from this date.

It was after esure confirmed to Mr C that he would not be provided with a courtesy car until 19 June 2024, that he organised a hire car at his own cost.

I recognise that it was important to Mr C to have a car to keep to his family commitments. However esure had clarified he was not entitled to a hire car straight away under the terms of his policy prior to him making the decision to hire a car at his own expense. Therefore I cannot fairly tell esure to cover the hire costs he incurred.

esure did make a mistake in initially telling Mr C that he was entitled to a hire car, and it should pay compensation for the incorrect information it provided. It has already paid £30 compensation for its mistake plus £20 for the loss of use of a courtesy car for the two days prior to one being provided at the start of the repairs. It has since offered an additional £20 compensation. I think the total offer of £70 is a fair and reasonable offer in the circumstances of this mistake.

Therefore, I uphold Mr C's complaint and require esure to pay him a further £20 compensation, in addition to that already paid, for the mistake made.

### **My final decision**

For the reasons I have given I uphold this complaint.

I require esure Insurance Limited to pay Mr C a further £20 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 7 February 2025.

Sally-Ann Harding  
**Ombudsman**