

## **The complaint**

Mr E complains about the handling of his claim by esure Insurance Limited (“esure”) following an accident he was involved in, under his motor insurance policy.

## **What happened**

In December 2023 Mr E says he was involved in a collision caused by another driver. He hired a car for 16 days as no courtesy car was provided. When his car was returned he says there were issues with the repair work. Mr E allowed esure’s repairer to rectify the remaining issues on two occasions. Both times the repairs weren’t done correctly. He says he’s also spent £40 having the tracking checked at an independent garage.

Mr E says he asked for an independent inspection of his car, which hasn’t been done. He says he’s waiting for another garage appointed by esure to get in touch with him.

esure didn’t provide a final complaint response. In its submissions to our service, it says it initially thought Mr E’s car was a total loss. However, it was subsequently determined to be repairable, and it arranged for the work to be done. esure says remedial repairs were carried out by the same garage. A rattling noise was highlighted by Mr E. It says the garage didn’t think the issue was claim related. But esure agreed to pay for further repairs as a goodwill gesture.

Following this repair Mr E reported more issues. esure says this has been referred to another garage. It’s currently waiting on an update. esure offered Mr E £250 for the inconvenience it caused and for the delay in its complaint response.

Mr E didn’t accept this offer. He asked our investigator to consider the matter. Our investigator upheld his complaint. She says Mr E’s policy provides a courtesy car whilst repairs are ongoing. She thought a repair was arranged in a reasonable timeframe and didn’t think esure should pay for the hire costs Mr E had claimed. However, she says Mr E had been left without his car for several months as a result of defective repairs. He’d also paid £40 to check the tracking on his car.

To acknowledge the impact of all this on Mr E she says esure should pay a total of £350 in compensation. It should also refund the £40 he paid for the tracking check plus 8% simple interest. Our investigator says that esure should arrange an independent inspection of Mr E’s car and complete the necessary repairs.

Mr E didn’t accept our investigator’s findings and asked for an ombudsman to consider the matter.

It has been passed to me to decide.

I issued a provisional decision in November 2024 explaining that I was intending to not uphold Mr E’s complaint. Here’s what I said:

*provisional findings*

*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 my intention is to not uphold Mr E's complaint. Let me explain.*

*We expect all claims to be dealt with efficiently to avoid unnecessary delays and disruption. Repairs should also be completed to a good standard. I've focused on whether esure achieved this in Mr E's case.*

*Mr E referred his complaint to our service in April 2024. esure's offer of settlement was communicated to us on 8 May. Mr E didn't agree to this outcome. The Financial Conduct Authority (FCA) dispute or DISP rules determine what we can look at. In these circumstances, and having considered these rules, it's reasonable that I consider Mr E's complaint issues up to 8 May.*

*Mr E's accident happened on 20 December 2023. esure's claim records show he was contacted three days later to advise a repairer will make contact. He was told a courtesy car would be provided whilst his car was being repaired. Mr E explained his car was pulling to the left and wasn't driveable. I can see there was a discussion about whether a hire car could be arranged. On 27 December it was explained that the third-party's insurer (TPI) hadn't accepted liability so a hire car couldn't be provided.*

*For clarity, a credit hire company can sometimes arrange to provide a hire vehicle in the event of a non-fault claim. This will usually be like-for-like replacement for the damaged vehicle. The hire company will then recover its costs from the TPI whose policyholder is at-fault. But as mentioned here, liability hadn't been accepted initially. This meant the hire company esure mentioned wasn't able to provide a car.*

*Mr E's policy terms provide for a courtesy car whilst his car is being repaired. This is what was offered by esure. I can't see that it was required to provide a larger or higher specification car. Or that this should've been provided prior to the repairs starting. I've seen the invoice Mr E provided for £1,200. However, the business that produced the invoice isn't a car rental company. I'd expect there to be details of the time and dates the hire car was arranged. As well as details of the vehicle that was provided. But none of this information is included on the invoice. The invoice merely states there are '16 units' of car rental at £75 per unit.*

*Having considered this information I'm not satisfied that this invoice reasonably demonstrates costs that Mr E incurred. That said this is essentially a moot point as his policy doesn't provide a hire car for the period in question.*

*I've thought about the time it took for esure to arrange the repair. From reporting the loss on 20 December 2023, Mr E's car was taken for repairs on 4 January 2024. The records says a courtesy car was provided. Mr E contacted esure to raise concerns with the standard of the repairs on 18 January. This is the date the car was returned. I can see the repairing garage agreed to rectify any issues with its work. esure has confirmed the car was with the garage for the second time between 7 and 19 February. The garage emailed esure on 13 February to confirm it had resolved the outstanding issues. This included adjusting a door, checking tyre pressures, resetting the warning light, as well as a 'slight adjustment' to the tracking. The repairer says that a test drive was carried out and the car 'drives fine'.*

*In its email to esure the repairer says there is a rattle from the car's 'drop links'. It refers to this as a wear and tear issue. It says this issue is at the opposite end of the car to the claim damage. I can see the repairer was ready to return the car to Mr E at this time. But it asked esure if it had agreed, as Mr E advised, that the drop links were to be included in the repair. The notes support esure's comments that this work was agreed a gesture of goodwill.*

*The claim records show that on 19 February 2024 Mr E's car was returned to him. The repairer told esure he'd been told not to pay his policy excess (£500). The note says Mr E is away for a month from tomorrow. On 5 April there's a record showing Mr E raised more concerns about the repairs. esure confirmed it would appoint a different garage to look at the car. Three days later Mr E says he received an email giving incorrect information about this garage. He made a phone call to this garage and was told it couldn't do the work.*

*A claim note from 25 April 2024 says the policy excess could now be waived as liability had been accepted by the TPI. There's reference to Mr E receiving a message from a different garage on 21 May. A further instruction was sent to this garage by esure to arrange for the car to be collected. The next relevant note is dated 28 June and says Mr E had called esure to find out when his car was going to be collected for repairs. A note in July says Mr E had cancelled an appointment. However, when our investigator queried this point with him, he was adamant that he hadn't done this, and that he still wanted his car to be repaired.*

*I asked esure if its garage considered Mr E's car was driveable after it was returned to him. It responded to say it was. I asked Mr E the same question. He responded with some further explanation about his complaint. But he didn't respond to the question I asked.*

*I also asked Mr E to provide evidence that shows his car was found to be out of alignment. The invoice he provided shows that an alignment check was conducted on 2 April 2024. But this doesn't show the results of the alignment check. Mr E didn't comment on this point in his response and didn't provide the results of the alignment check.*

*I asked esure to provide the results of the alignment check its garage carried out when the car was first repaired in January 2024. The results show that the car was within the accepted parameters to be considered correctly aligned.*

*I acknowledge Mr E's comments that he felt his car was pulling to one side after the repairs. But based on this evidence his car was correctly aligned. He hasn't provided evidence from the alignment check he arranged to prove otherwise. From this, the indication is that Mr E's car was driveable after the initial repairs.*

*esure agreed to pay for repairs to the drop links on a goodwill basis. I think this was a reasonable offer. But I haven't seen evidence that shows this should've been covered by Mr E's policy. This damage was described by the garage as being at the opposite end to where the collision occurred.*

*I've thought about Mr E's concern that there are further issues with his car, including rattling, loose panels, low quality paint, and general 'botched' repairs. I haven't seen evidence to support this. But in its email dated 8 May 2024 esure confirmed it had instructed another garage to consider the issues Mr E had described. I think it's fair that esure instructed a different garage to investigate Mr E's ongoing concerns. But I'm not able to consider events beyond 8 May.*

*Overall, I don't think esure treated Mr E fairly. Some remedial repairs were required, which caused inconvenience. This shouldn't have happened if the repairs were completed in full and to a good standard initially. Mr E was provided with a courtesy car when his was in the garage. But I accept this will have been inconvenient for him to have to be without his own car on two occasions, as this wasn't a like-for-like vehicle. I can see there was a mistake with the garage that was booked to repair Mr E's car in April 2024. This garage wasn't able to do the work, resulting in a delay and further frustration for Mr E. I haven't seen evidence that shows the issues Mr E describes with his car are due to ineffective repairs by esure's garage. This is outside of the scope of my decision as it will depend on the investigations that take place after 8 May. As discussed I can't consider beyond this date. So, I can't say whether esure failed to complete the repairs effectively at the second attempt. If Mr E has concerns about this he will need to raise this separately.*

*Having considered all of this I think it's fair that esure offered Mr E compensation. I think its offer of £250 was reasonable. So, I won't ask it to pay more. Similarly, I don't think Mr E has shown that the alignment check he paid for was necessary, so I can't reasonably ask esure to pay for it. Based on this I'm satisfied that its offer to resolve Mr E's complaint in May 2024 was reasonable.*

I said I was intending to not uphold Mr E's complaint.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

esure didn't respond with any further comments or information for me to consider.

Mr E responded to say capping the investigation in May isn't fair. He says all the delays were esure's fault. Mr E also says I haven't penalised esure as his car should've been a total loss and he's been expected to drive a defective vehicle. He says I should consider the rectification work post May 2024.

Mr E has supplied a copy of the alignment test results he arranged for his car. And further information concerning his car rental costs.

### **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 discussed in my provisional decision I'm bound by the DISP rules set by the industry regulator when considering Mr E's complaint. The rules say the business must have the opportunity to respond to his complaint. We can consider the matter if Mr E isn't satisfied with its response or if it takes longer than eight weeks. In Mr E's case esure responded with a settlement offer on 8 May 2024. I've considered up to this date in my decision. If Mr E has concerns about events after this date, he can raise a separate complaint. But I can't consider that here.

Our service doesn't have the remit to 'penalise' esure as Mr E has asked. We're here to consider his complaint and set out redress in the event esure hasn't acted fairly. I acknowledge his comments that his car should've been treated as a total loss. But I haven't seen evidence to support this.

I've read the car rental agreement Mr E has now provided. This contains more detail than he previously sent. But as discussed there is no cover under his policy for these costs.

The test results Mr E provided dated 2 April 2024 show his car was out of alignment. But the alignment test results from when esure's garage performed the same test in January, show the opposite. It's possible something happened to cause an alignment issue after esure's garage completed its repairs. But I can't reasonably say that esure behaved unreasonably here or that it's responsible for paying for the alignment check Mr E arranged.

Having considered all of this I'm not persuaded that a change to my provisional decision is warranted.

So, my final decision is the same as my provisional decision and for the same reasons. esure should pay the compensation it offered if it hasn't already. But I can't reasonably ask it to do anymore.

### **My final decision**

My final decision is that I do not uphold this complaint.

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

Mike Waldron  
**Ombudsman**