

## **The complaint**

Mr P complains about esure Insurance Limited's ('esure') handling of a claim made on his car insurance policy.

## **What happened**

In May 2024 Mr P was involved in an accident which made his car undriveable. So, he contacted esure to make a claim.

esure arranged to collect the car on the day of the incident, but there were delays in it doing so, and Mr P had to chase it several times at the scene. After the car was collected it was taken into storage. It was then taken to a repairer where it was found that structural repairs were needed. So, the car was moved to another branch who could carry out those repairs. The repairs were completed in August 2024, but Mr P raised concerns with the quality of the work, so additional repairs were then arranged.

Mr P made several complaints about how esure had handled the claim. I'll summarise esure's responses below:

- In May 2024, it offered Mr P £50 for the distress and inconvenience caused by the delays in collecting his car on the date of loss.
- In June 2024, it offered Mr P £200, for delays while the car was in storage and a lack of updates to Mr P.
- In July 2024, it offered Mr P a further £200 for more delays on the claim.
- In August 2024, it offered another £250 as there had been more delays. Though it explained these delays had been because of a delay in obtaining parts which is outside its control and said it wouldn't ordinarily provide compensation for this.

Our investigator agreed there were areas where esure hadn't handled the claim fairly which caused Mr P distress and inconvenience. But he thought the total of £700 esure offered was in line with what this Service would award and fair for the impact caused. And he didn't think Mr P had provided enough to show esure had caused him to incur financial losses.

Because Mr P didn't agree, the complaint was 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.

I should start by saying while I've read and considered everything Mr P and esure have provided, I won't be commenting on every point made. I'll instead concentrate on what I consider are the key points I need to think about for me to reach a fair and reasonable

decision. This isn't meant as a discourtesy to either party, but instead reflects the informal nature of this Service.

Mr P says he was caused various financial losses which esure haven't paid to him. I've considered these costs, and if esure has acted unfairly by not reimbursing them to Mr P.

esure offered Mr P £50 compensation for the distress and inconvenience caused by the delay in collecting his car on the date of loss. But Mr P says he also missed a concert, and his wife had to pick him up from the scene of the accident which incurred a petrol cost.

Looking at the terms of the policy though, I don't think these costs were covered. esure were required under the terms to collect Mr P's car after the accident to take it away for inspection. But onward travel doesn't appear to be covered by the policy. I think it was an unavoidable consequence of the accident that Mr P would have needed to arrange alternative transport if his own car wasn't driveable after the accident. And since his policy didn't cover the cost of that, I don't think it's unfair esure hasn't reimbursed it.

Mr P also says he had to pay for a taxi to pick up his hire car. But the terms of the policy only required esure to provide Mr P with the hire car. The terms don't say that any other costs in relation to using the hire car are covered. So, I acknowledge there may have been a cost for Mr P to collect the hire car. But since the policy didn't cover that cost, I don't think it's unfair that esure hasn't reimbursed it.

Mr P also says there were several other costs he incurred due to esure's handling of the claim including increased petrol costs while he was using the hire car, a loss of value in his own car which he couldn't sell during the repair period, and increased damage waiver costs due to how long he was in the hire car. But I don't think enough has been provided to support these costs and to show they were avoidably caused by esure handling the claim unfairly.

esure doesn't dispute there have been issues with how it's handled Mr P's claim and in total it has offered him £700 compensation for the distress and inconvenience it caused. I've considered if this is fair and reasonable.

I think Mr P has been caused a lot of upset. At the start of the claim, there was a delay in collecting his car, and there have been several delays after that during the repair process. There have been communication issues resulting in Mr P needing to chase esure at times for updates, and he was inconvenienced by further repairs being needed since there were quality issues with the original repairs.

But I think the total amount of compensation esure offered was in line with our award levels for the extent of the issues here and the impact they caused to Mr P. So, I think the offer of £700 compensation in total for the distress and inconvenience caused to Mr P was fair and reasonable and I won't be asking esure to increase this.

I understand Mr P returned some of the compensation payments. So, esure should verify this and make any additional payment which may be needed to ensure that Mr P receives the full total of £700 compensation for this complaint.

### **My final decision**

My final decision is that I don't uphold this complaint.

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

Daniel Tinkler  
**Ombudsman**