

The complaint

Mr M complains that esure Insurance Limited (“esure”) failed to repair his car fully and didn’t cover the loss in value due to it being stolen and recovered, under his motor insurance policy.

What happened

Mr M’s car was stolen. It was recovered a few hours later. He contacted esure and it arranged for the car to be inspected and repairs carried out. Mr M says the repairs esure arranged were very minimal. It focussed on cosmetic issues ignoring a problem with the front suspension bushings. After it was returned to him Mr M says the car displayed further problems. However, esure declined to carry out repairs saying these issues were due to wear and tear.

In its final complaint response esure says it inspected Mr M’s car and advised him it could find no signs of damage to the suspension bushings. It says a wheel alignment check was completed and found to be within specification. esure says it won’t replace parts that aren’t damaged.

In response to Mr M’s concern about the value of his car, esure says that what he describes is a perceived loss. It says this isn’t an insured loss and isn’t something covered by its policy.

Mr M didn’t think esure had treated him fairly and he referred the matter to our service. Our investigator didn’t uphold his complaint. She was satisfied that esure had arranged for the claim related repairs to be completed. She thought its explanation was persuasive as to why the bushings weren’t replaced. Our investigator didn’t think Mr M’s policy covered the loss in value he was claiming.

Mr M didn’t accept our investigator’s findings and asked for an ombudsman to consider his complaint.

It has been passed 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.

Having done so I’m not upholding Mr M’s complaint. I’m sorry to disappoint him but I’ll explain why I think my decision is fair.

We expect esure to arrange for effective repairs. I’ve read its engineer’s report to understand the damage that was identified and the repair work that was carried out.

The engineer’s report sets out a detailed breakdown of the parts that were required for the repair, in addition to paint and labour costs. As Mr M says, the majority of this was in relation to cosmetic damage to the car’s bodywork. The report contains photos that show each area

of damage. I can't see that any mechanical issues were identified by the engineer.

In his report the engineer added a note following the concerns Mr M raised after the repairs. It says he'd advised that the police told him the front suspension bushings were damaged. The engineer's note says it was unclear how the police had identified this. He explains that Mr M's car was placed on a lift to inspect the underneath. No damage was identified. A geometry check was completed, and the alignment was found to be "okay". The record says the engineer took the car for a test drive with Mr M. He reported that there were no "irregular noises" coming from the vehicle and the oil and coolant levels were normal.

The engineer's note says a scan of Mr M's car was carried out. Its secondary battery had low voltage, which resulted in a warning light. The note says Mr M was told this wasn't claim related. The record says Mr M reported the vehicle had entered limp mode a few weeks later. The engineer says the car was inspected again and an exhaust leak on the manifold to turbo pipe was causing low exhaust pressure. This is what had caused the car to enter limp mode. The engineer note says Mr M was advised this wasn't claim related but was caused by wear and tear. The record says the car was sent to a specialist for Mr M's make of car, to check the electrical system. It says this was done in order to give him peace of mind. The engineer's note says the specialist reiterated what it had found regarding the secondary battery and confirmed that it wasn't charging due to its age.

I'm not an engineer so I must rely on the expert opinion provided. Having considered the evidence, I think esure's account is persuasive that no claim related issues with the suspension bushings were identified. The dash warning light and reason for the limp mode activating have been explained as wear and tear issues. Mr M mentioned obtaining his own engineer's report. But I can't see that this was sent to esure, and I haven't had sight of a report from Mr M.

Based on what I've read I don't think esure acted unreasonably. It repaired the issues it found to be claim related and clearly explained why the other issues weren't covered.

I've thought about Mr M's view that he's suffered a loss because his car is worth less after it was stolen and recovered. I note his comments that esure should make a record of this. I can understand Mr M's concern about the value of his car. But there's no evidence to show that the car's value has been affected. In the event that the car hadn't been recovered, it would need to be categorised as a total loss due to the theft. But the car was recovered, and the damage was repairable. So, there was no requirement for this. There is no requirement to record the car as stolen and recovered.

esure must carry out full and effective repairs. But I've no reason to consider it hasn't here. I haven't seen evidence to show Mr M has suffered a loss in his car's value. If it has, I can't see that there is cover in place for this. Because of this I don't think esure treated Mr M unfairly and I can't ask it to do more in relation to this point.

Mr M discussed some issues with our investigator that occurred after he received esure's final complaint response. Under the Financial Conduct Authority (FCA) dispute resolution or DISP rules I can't consider these points. Mr M will need to raise these issues as a complaint with esure in the first instance. If he isn't satisfied with its response, or it takes longer than eight weeks to respond, he can then ask our service to consider the matter.

Having considered all of this I don't think esure treated Mr M unfairly in the repairs it carried out or in declining to repair non-claim related issues, or in declining to cover a perceived loss in value. So, 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 M to accept or reject my decision before 25 March 2025.

Mike Waldron
Ombudsman