

The complaint

Ms A complains esure Insurance Limited (esure) are holding her responsible for an accident after she made a claim under her motor insurance policy. She also complains about the amount it has paid to settle her claim and the service she received.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events. In September 2023 Ms A was unfortunately involved in an accident involving another vehicle and so reported a claim to esure under her motor insurance policy. esure declared Ms A's vehicle a total loss and said it would settle the claim by paying Ms A the car's market value. It valued Ms A's vehicle at £6,542. It then agreed to increase the valuation by £200 and so valued Ms A's vehicle at £6,742.

esure instructed a solicitor to consider liability on Ms A's claim. The solicitor said it would hold Ms A at fault for the accident. Ms A didn't think this was reasonable and so raised a complaint. She was also unhappy with the valuation esure had placed on her vehicle and the service she had received from esure during her claim.

On 12 April 2024 esure issued a final response to Ms A's complaint. It said it acknowledged Ms A was left on hold and in call queues, and it hadn't dealt with Ms A's claim for personal injury in good time. It said the liability decision it had made had been reached fairly after full consideration was given to the available evidence and circumstances. It said it would agree to increase the valuation of Ms A's vehicle to £6,933. It said it would pay an additional £100 compensation, on top of the £150 compensation it had previously paid, bringing the total compensation to £250. Ms A didn't think this was reasonable and so referred her complaint to this Service.

Our investigator looked into things. She said she thought the service esure had provided during the claim could have been better, but felt the £250 compensation it had agreed to pay was reasonable in the circumstances. She said she thought the valuation of £6,933 was reasonable when considered against the market value guides and so didn't think esure needed to increase this. She said she thought esure had reached a fair and reasonable conclusion in regard to liability based on the evidence available, and was entitled to make this decision in line with the terms and conditions of Ms A's policy.

Ms A didn't agree with our investigator. She said she didn't think she had been treated fairly in relation to liability. She said only part of the dashcam footage has been received and so it doesn't show the full picture of events. She said she was unhappy with the personal injury claim she had made and felt she would be in a better position had liability been considered fairly.

As Ms A didn't agree with our investigator, the complaint 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.

I want to acknowledge I've summarised Ms A's complaint in less detail than she's presented it. I've not commented on every point she has raised. Instead I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Ms A and esure I've read and considered everything that's been provided. I've addressed the key points separately.

Vehicle valuation

The role of this Service isn't to work out exactly what the value of an individual vehicle is. We look at whether an insurer has applied the terms of a policy correctly and valued the vehicle fairly. Under the terms of Ms A's policy, esure had to pay her the market value of her car minus her policy excess.

The terms of the policy define market value as:

*'...the amount **you** could reasonably have expected to sell **your car** for on the open market immediately before **your** accident or loss. **Our** assessment of the value is based on cars of the same make and model and of a similar age, condition and mileage at the time of accident or loss. This value is based on research from motor trade guides including: Glass's, Parkers and CAP. This may not be the price **you** paid when **you** purchased the car.'*

It is standard practice for the industry to use valuation guides to work out the estimated value of a car, and it's not unreasonable it does so. I usually find these persuasive as they're based on nationwide research of sales prices.

esure assessed the value of Ms A's vehicle by using three valuation guides which produced valuation figures of £5,625, £6,450 and £6,663 respectively. Following a review with its engineer, esure valued Ms A's vehicle at £6,933. This Service consulted a further valuation guide which produced a valuation figure of £7,050.

Ms A has said she believes her vehicle was worth more than this, and provided advertisements of vehicles for sale which she says demonstrate this to be the case. I've reviewed the adverts Ms A provided but I'm not persuaded they demonstrate the valuations produced by the valuation guides are unreasonable. Some of the vehicles are a different year to Ms A's and all have a substantially lower mileage than Ms A's.

Considering the valuation esure have placed on Ms A's vehicle is toward the top of the range of guides, and I'm not seen persuasive evidence to suggest a different valuation for her vehicle would be fair, I'm satisfied esure have acted fairly and reasonably when valuing Ms A's vehicle.

Liability

I should explain it isn't this Service's role to say who's at fault for causing an accident as that is the responsibility of the courts. Our role is to look at whether esure carried out a fair investigation, reviewed all the evidence it has and has come to a reasonable decision.

The terms of Ms A's policy allow esure to take over and conduct the defence or settlement of any claim made under the policy. So it was entitled to settle the claim on what it believed to be the best terms and it has the final say in how to settle a claim. However it needed to exercise this right fairly and reasonably, taking into account everything both parties have provided.

esure have said it carried out a review of the circumstances, including analysing the available dashcam footage provided by the third-party and scrutinising the road markings and lane configurations. It has said the dashcam footage shows Ms A entering a roundabout in the left hand lane and passing two exits trying to continue to go round the roundabout as the third-party is exiting it. It said Ms A should have been in the right hand lane if she was intending to exit the roundabout at the third or later exit. It also said it engaged the services of a solicitor to provide an expert assessment on the accident.

I've reviewed the dashcam footage and I think esure's assessment of it is a reasonable one. I can see it engaged the services of a solicitor, who having reviewed all of the evidence, said Ms A's case didn't have any prospects. I think it's reasonable for esure to take the opinion of the solicitor into consideration when making a decision on liability and given their expertise in the field I find what they say particularly persuasive. I'm satisfied esure have taken into consideration the evidence it has when making the decision to hold Ms A at fault for the accident and I think it has acted fairly and reasonably when admitting liability for the accident.

Ms A has said the dashcam footage has been shortened and so doesn't show the whole picture. However the dashcam footage shows Ms A entering the roundabout and the collision and so I'm satisfied it was reasonable for esure to rely on it when making its decision on liability.

I know this will be disappointing for Ms A, particularly as she was looking to claim against the third-party insurer for the injuries she has suffered during the accident. However for the reasons I've explained I'm satisfied esure have acted fairly and reasonably when deciding liability.

Customer service

Esure have acknowledged it hasn't provided Ms A with the appropriate level of customer service during her claim. It said Ms A was left on hold or in call queues for a long time trying to speak to someone to help with her claim. It also said it didn't deal with Ms A's claim for personal injury in good time. It paid Ms A £250 compensation and so I've considered whether this is reasonable to acknowledge the impact Ms A was caused by esure's errors.

I agree esure haven't handled Ms A's claim as well as it should have done. Ms A has spent a lot of unnecessary time trying to speak to esure to discuss her claim which could have been avoided had it kept her more appropriately updated. This has caused Ms A unnecessary distress and inconvenience.

Ms A has a personal injury add on to her policy which entitles her to receive benefit if she is injured following an accident. Benefit is available even if Ms A is deemed at fault for an accident.

I can see esure sent emails to Ms A when she first reported her claim to make her aware of this benefit. However I think esure should have done more to make Ms A aware she could claim for her personal injuries during the course of her claim. In October 2023 it told Ms A as liability was disputed it could no longer deal with her personal injury, but it failed to make her aware she could potentially claim under the policy add on. Ms A also contacted esure in January 2024 about her injury, and it eventually instructed a solicitor for her, but again, it failed to mention the additional cover she had taken out. It wasn't until April 2024 esure provided Ms A with information about her personal injury cover. This delay has caused Miss A distress as it has delayed her receiving benefit, and costs towards treatment such as physiotherapy.

I think the £250 compensation is reasonable to acknowledge the impact the errors I hold esure responsible for has had on Ms A. I've taken into consideration that whilst Ms A was delayed in receiving benefit under the personal injury add on, I've not seen evidence this delay has prevented Ms A receiving the appropriate primary care for her injuries, nor has caused a long lasting detriment to her recovery. However esure's errors have caused Ms A unnecessary distress and inconvenience and so it's right she is compensated for this.

My final decision

For the reasons I've outlined above, I don't uphold Ms A's complaint about esure Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms A to accept or reject my decision before 27 March 2025.

Andrew Clarke
Ombudsman