

The complaint

Miss D complains about the way esure Insurance Limited (esure) handled a claim she made on her motor insurance policy.

What happened

The following is only intended as a brief summary of events. Miss D held a motor insurance policy with esure. She contacted them in June 2024 to report a claim after being involved in a road traffic accident.

While esure initially dealt with the claim and arranged repairs to Miss D's vehicle; she said when it was returned to her there were outstanding issues with the steering and brakes, and she felt the vehicle was unsafe. Miss D wanted her vehicle to be collected and repaired, rather than her having to drive it to a garage as she felt this could cause further damage.

Miss D was also unhappy with how long the initial repairs had taken to be completed, and that some additional damage hadn't been repaired as part of the claim. And she said she felt esure's garage had been discriminatory to her. Miss D raised a complaint to esure.

While esure upheld the claim and said that they could have done more to manage Miss D's expectations around the claim; they said there was no evidence of Miss D being treated unfairly due to discrimination. And they said the additional damage highlighted wasn't related to the accident she'd reported – so she'd need to raise a separate claim if she wanted this damage to be fixed under her insurance policy. They awarded £150 compensation in relation to general claim handling and a delay in authorising repairs. Miss D remained unhappy with esure's response to her complaint – so she brought it to this Service.

An Investigator looked at what had happened and initially upheld the complaint in part. While they said there was no evidence Miss D had been treated unfairly due to discrimination, they noted that Miss D's car still had some outstanding issues with swerving when being driven, and they thought esure should arrange an independent inspection of the vehicle with the purpose of identifying the reason for this. The Investigator also identified several service failures which they felt warranted an additional £350 compensation. Finally, the Investigator recommended that esure should reimburse any additional transport costs Miss D had incurred.

In response to the Investigator's recommendations, esure agreed to conclude the complaint in the way suggested and raised the £350 additional compensation. But several weeks later esure got back in touch to say Miss D had initially refused to allow them to collect her vehicle, but this had been resolved on the proviso that she would be raising a second complaint to this Service. Miss D said this was because she was unhappy esure hadn't complied with the Investigator's recommendations fully.

Miss D said esure hadn't used an independent garage to resolve the issue with her car swerving and she wasn't satisfied the issue had been fixed. She explained she heavily relied on her vehicle for transporting her two children and she wanted compensation for the

additional inconvenience esure had caused her. Miss D also said the additional damage still hadn't been fixed and she'd been discriminated due to her gender.

The Investigator explained that they'd need to review everything that had happened since the initial recommendation to make sure everything had been addressed. The Investigator issued a second outcome which concluded that while esure hadn't used an independent repairer to fix the issue with the car swerving; they were satisfied this was generally fair as esure had explained there wasn't an independent garage available to fix the problem. And the Investigator said as Miss D had now confirmed the issue had been resolved – there was nothing further for esure to do in respect of this point.

In relation to the additional damage Miss D highlighted – the Investigator said they were satisfied this was from another incident – where the vehicle was scraped by a passing vehicle. The Investigator said this was based on Miss D's own testimony. And they said esure had acted fairly by explaining Miss D could choose to raise this as a separate claim if she wanted to.

Miss D didn't agree with the Investigator's outcome and asked for an Ombudsman to review her complaint. So, it's 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've reached largely the same outcome as the Investigator. I appreciate this will be disappointing for Miss D – so I'll explain why.

I want to start by explaining I won't be repeating the entirety of the complaint history here in my decision or commenting on every point raised. Instead, I've focussed on what I think are the key points that I need to consider in order to reach a fair and reasonable conclusion. This reflects the informal nature of this Service and our key function; to resolve disputes quickly, and with minimum formality. However, I want to assure both parties I've read and considered everything provided.

I also need to explain what I will be considering as part of my decision, given this complaint has progressed since coming to this Service. Initially, the Investigator issued a recommendation that both parties agreed to. And I can see the issue with the vehicle swerving has now been resolved.

The starting point to any claim is to consider what an insurer is required to do under the terms of the policy. Here, esure need to carry out a lasting and effective repair of any damage related to the accident being claimed for. This didn't happen initially, and Miss D had to return her vehicle to be fixed after the Investigator's initial findings.

Ultimately, while there was some confusion over who would be carrying out the rectification works to Miss D's vehicle, and I sincerely appreciate Miss D may have been concerned given the initial problems; as this issue has now been fixed, I don't intend to make a further finding on this point because there is nothing more for esure to do.

In relation to the damage to the passenger side of Miss D's vehicle that she says esure hasn't fixed; I can see this was addressed in the Investigator's initial findings. The Investigator explained that, based on the accident circumstances as well as Miss D's own testimony, it was unlikely the damage to the passenger side of the vehicle happened in the same incident that affected the driver's side of the vehicle (that Miss D claimed for as part of this complaint).

We're not engineers – and this Service doesn't assess whether or how damage to a vehicle would be caused. Our role in these complaints is to determine whether an insurance company has considered all the available evidence and whether they can justify the decision they made. Here, this is whether to include the passenger side damage as part of the main claim Miss D raised to esure.

Having reviewed the complaint, accident circumstances, and the available evidence, I find it fair and reasonable for esure to have concluded that the passenger side damage wasn't part of the initial claim Miss D raised. And I also find it fair and reasonable for esure to have explained that while Miss D can raise a separate claim for that damage; it couldn't be dealt with under the main claim as it wasn't related to that accident that damaged the driver's side of her vehicle. So, while I appreciate this isn't the outcome Miss D was hoping for, having considered this matter very carefully, I don't think I can fairly ask esure to pay for that damage as part of this claim.

In relation to how the claim was handled, I'm not going to make an extended finding on this point as I can see the Investigator has already done so on two occasions. In the round, I agree there were instances in which esure's handling fell short, and they could have done more to manage Miss D's expectations. I also recognise the confusion that would have been caused by Miss D believing her vehicle was going to be sent to an independent garage for rectification works. However, esure explained this wasn't possible due to their repairer network in place.

Therefore, my role is to consider what esure has done to address these issues. And I can see they've paid a total of £500 compensation (£150 as part of their final response, and an additional £350 the Investigator recommended) in recognition of how their actions affected Miss D. Overall, I find this is a fair and reasonable sum that adequately reflects the impact esure's actions had on Miss D – so I won't be asking them to increase this.

I appreciate this may not be the level of compensation Miss D might have hoped for, and it may not ultimately change matters for her. But I consider it to be in line with the level of compensation appropriate to these issues, and I'm satisfied this produces a fair and reasonable outcome in this particular complaint.

Finally, I've considered Miss D's concerns that she was treated unfairly due to her race and gender. I've looked at the available evidence and thought about this point very carefully – as I know how important it is to Miss D. Ultimately, insurers have a duty to treat their customers fairly - but given Miss D's specific concerns over discrimination - I've taken the relevant law into account when deciding this complaint, which is the Equality Act 2010 (the Act).

It is important to note that we cannot make a legal finding that the Act has been breached, or that a business's actions are discriminatory – the Act makes clear that this is a matter for the courts to decide. However, as part of our investigations we do take relevant law, best practice, and industry guidance into account so we can decide whether we think a customer has been treated fairly and reasonably.

I can see that this claim has been problematic for Miss D from the start, and I can understand how upsetting it is to have the main claim take so long to conclude. I appreciate how frustrating it would have been to need the vehicle to be returned for rectification work, but I've not seen anything to persuade me that Miss D's gender or race was a factor while concluding the claim.

My final decision

For the reasons given above, my final decision is that I uphold the complaint. I direct esure Insurance Limited to:

- Pay a total of £500 compensation (if they haven't already);
- Reimburse any additional travel expenses Miss D incurred as a result of not being able to use her own vehicle, subject to her providing receipts of those expenses to esure.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 25 April 2025.

Stephen Howard
Ombudsman