

## **The complaint**

Mr C complains Esure Insurance Limited handled his motor insurance claim poorly.

## **What happened**

In October 2023 Mr C's car was damaged whilst parked in a car park. He called his motor insurer Esure. He said CCTV evidence, from the carpark, identified the third-party (TP) responsible for the damage.

In November and December 2023 Mr C raised concern with Esure at a lack of progress with the claim. In January 2024 Mr C came to the Financial Ombudsman Service. He was unhappy Esure wasn't progressing his claim, doing enough to recover losses from the TP or responding to his concerns. In May 2024 Esure did respond to Mr C's complaint. It apologised for the impact of its poor claims handling on him. To apologise for the delay in responding to him it offered £125 compensation.

Mr C wasn't satisfied with that outcome. He asked this Service to consider his concerns. His claim had now been closed without his car being repaired. Esure hadn't managed to agree with the TP's insurer that the TP was at fault for the damage to Mr C's car. He said Esure is to blame for that, as it didn't request CCTV footage from the car park. He said it's unfair for him to be liable for repair or hire costs when he wasn't at fault. He was unhappy the claim record had caused his insurance price to increase.

Our Investigator considered Mr C's concerns. She wasn't persuaded Esure had acted unfairly by concluding it would be unlikely to be able to recover any losses from the third-party. She did find it responsible for some poor communication and delay. She recommended it increase its compensation payment to £250. Esure accepted that outcome, but as Mr C didn't the complaint was 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.

As this is an informal service I'm not going to respond here to every point or piece of evidence Mr C and Esure have provided. Instead, I've focused on those I consider to be key or central to the issue. But I would like to reassure both that I have considered everything submitted.

I've first considered how Esure dealt with the liability for damage issue. This Service doesn't decide who's at fault for an incident. That's the role of the courts. Instead, we look at whether the insurer acted in line with the policy terms and made a fair and reasonable decision. Mr C's policy terms allow Esure to defend or settle any claim on his behalf. That means it might make a decision he disagrees with, but the policy allows it to do so. I can consider if its decision to do so was reasonable.

Mr C's car was parked in a car park. He feels a particular car (I'll call it Car B), damaged his whilst parking beside it. He believes CCTV and photo evidence supports this.

The TP's insurer denied responsibility. Esure says the CCTV footage doesn't show any collision, so it's unable to pursue the TP insurer for any claim costs. Having viewed the CCTV footage, I can't say that's an unfair description. It doesn't confirm or indicate that Car B or its passengers damaged Mr C's vehicle. He recently provided a selection of photos of his car, including whilst parked in the car park. From what I've seen of them they don't include persuasive evidence of Car B having most likely damaged his vehicle.

I've considered Mr C's comments and arguments, but without any persuasive supporting evidence of the TP's liability, I can understand why Esure felt it couldn't pursue the claim any further.

Mr C said a number of times Esure failed to request the CCTV footage. However, I can see it requested it within days of him making the claim. It also provided it to the TP insurer.

Having considered everything, I'm satisfied Esure acted in line with the policy terms. And I can't say its decision to close the claim, without further liability action, was unfair or unreasonable. I'm not going to require Esure to undertake any further investigations. But if Mr C has additional evidence in the form of other photos, CCTV footage or other, then I'd expect to Esure to consider it.

It seems Mr C's car hasn't been repaired. I'm not certain why that is when he has comprehensive cover with Esure. It may be that he didn't want it repaired until liability had been agreed with the TP. If he does want it repaired under his Esure policy he should make contact with the insurer.

Mr C's raised objection at being asked to pay for the full cost of repairs to his vehicle. As far as I've seen he hasn't asked for repairs to be covered by his own policy. Until he does so I wouldn't expect Esure to settle the repairs.

He's also raised concern at not being provided with a hire car. I can see his policy provides for a courtesy car when his is being repaired by one of Esure's approved repairs. He also has hire car cover should his car be considered a total loss. Neither of those events has occurred (although I note Esure did mistakenly advise of a total loss decision in a complaint response) as Mr C hasn't claimed against his own policy. So I can't say Esure failed to provide him with a replacement car when it should have.

Finally, I've considered Mr C's comments about poor service, including around communications and delay, provided by Esure. First, I've considered his concern about delay resulting in an open claim record at renewal - leading to an increased premium. It seems that additional premium was returned to him. So I don't have to consider that as a potential financial loss.

Esure may be responsible for some delay in it receiving the CCTV footage, but that didn't impact on the outcome of the liability issue. It did fail to respond to Mr C's enquiries and concerns within reasonable time. Having considered these issues, and everything else provided, I'm satisfied the £250 total compensation, suggested by the Investigator, is a fair amount to recognise the impact of any poor service on him.

### **My final decision**

For the reasons given above, Esure Insurance Limited must pay Mr C £250 compensation (including the £125 already paid).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 17 April 2025.

Daniel Martin  
**Ombudsman**