

## **The complaint**

Miss N complains about the service esure Insurance Limited provided following a claim made on her motor insurance policy. She wants her car repaired and compensation for the trouble and upset caused.

## **What happened**

Miss N had a non-fault accident and esure took her car for repairs. But when the car was returned to her, Miss N noticed steering and other problems that she said hadn't been there previously hadn't been repaired. esure wanted to inspect the car, but there were delays in arranging this. The car was returned to the garage, but Miss N was still unhappy that all the faults hadn't been rectified. She was also unhappy with previous repairs made by esure for an earlier claim that hadn't been rectified.

esure wanted Miss N to return the car to the garage again, but this was delayed, and Miss N didn't want to return her car to the garage. esure then appointed an independent engineer to inspect the car. But Miss N had another accident before he could do this. Her car was later collected and repaired. esure said that it hadn't caused all the delays in the claim. But it said it hadn't provided Miss N with updates and hadn't communicated well. It offered her £150 compensation for this. But Miss N remained unhappy.

Our Investigator recommended that the complaint should be upheld in part. She thought esure was responsible for the delays. And its lack of communication and updates compounded this. And so she thought £150 compensation wasn't fair and reasonable. She thought esure's errors had caused Miss N significant stress and inconvenience over several months. And she thought esure should increase its offer of compensation to £300.

esure agreed to do this. But Miss N replied that she had further repairs issues and hadn't been advised how to make a personal injury claim. She said she hadn't caused any delays but she was waiting for esure's response or couldn't respond due to ill-health which had been caused by the accident and subsequent stress. She said she'd asked esure to consider using other garages. Miss N said she'd also incurred financial losses due to the accident and claim delays.

## **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 can see that it's a year now since Miss N's third accident and claim on her policy. I can understand that this has been a stressful and frustrating time for her. And I was sorry to hear about her ill-health.

esure didn't provide a formal response to Miss N's complaints following the first two claims. And Miss N has raised further concerns that I can't see that she has raised with esure previously. These were about her financial losses, commuting costs and personal injuries.

As our Investigator has already explained, we need to allow a business opportunity to respond before we can consider these further concerns. And I can see that Miss N has raised a further complaint to esure. Our Investigator advised her to raise any concerns about

her motor legal protection cover with its underwriter. So here I will consider just those concerns Miss N raised before the date of her third claim.

Miss N said esure had deleted records of her calls and so it couldn't provide these as evidence to support her complaints after she made a request for her personal data. I think this is a concern for Miss N to raise with the Information Commissioner's Office.

esure has now agreed that it had responsibility for the delays at the start of Miss N's second claim. I think it could have better listened to Miss N's concerns and followed them up. I accept that Miss N was unwell at times following the accident and so she didn't always respond to esure's repairer's contacts. But I think esure could have offered her other options for the rectification or appointed an independent assessor earlier. And I think these delays caused Miss N avoidable trouble and upset over five months.

esure agreed that it hadn't communicated with Miss N sufficiently or provided her with updates. I can see that Miss N emailed esure frequently to try and progress her claim and to ask for updates. But these weren't always responded to, which must have caused Miss N stress and frustration.

Miss N said that she was still unhappy with the extent and quality of the repairs following the first and second accidents. She provided esure with a list of these and I can see that its engineer sent this to the repairer for comment. The repairer replied that the accident had caused superficial damage and the car needed minor geometry adjustment. But it was aware of other issues and wanted to inspect the car again.

We're not engineers. We don't assess whether or how damage to a vehicle would be caused as this is a matter for the experts in these situations, the insurance companies and engineers. Our role in these complaints is to determine whether an insurance company has considered all the available evidence and whether it can justify its decision to not pay for additional repairs.

I can see that esure arranged for an independent engineer to inspect the car. I think that's good practice to resolve a dispute about repairs. But he was unable to inspect the car on his first visit due to adverse weather. Miss N then agreed for her car to be collected for inspection. But she then had another accident.

The car was collected, but it was repaired rather than just inspected. And the quality of those repairs is now subject to a further complaint. So I think the promised inspection is now unlikely to be relevant. I can't see that Miss N has provided any other engineering evidence to support her claim that the damage and faults are accident or repair related. And so esure doesn't have any further evidence to consider. And so I'm unable to say whether or not it has justified its decision about these first repairs.

When a business makes a mistake, as esure accepts it has done here in causing delays and communications, we expect it to restore the consumer's position, as far as it's able to do so. And we also consider the impact the error had on the consumer.

Miss N told us last year that the repairs concerns following the second claim had been resolved. But she now says that there are still matters outstanding. I think this is now subject to a further complaint, so I'm unable to comment on this here. But I think that before Miss N's third accident esure did what I would expect to restore Miss N's position by arranging for her car to be returned to the garage for rectification and to have this inspected independently.

In terms of the impact on Miss N, I can't hold esure responsible for the effect of the accident on Miss N's health. But, as I've said above, it has accepted that its delays, poor communication and lack of updates have caused Miss N avoidable trouble and upset over several months.

Our Investigator recommended that esure should increase its offer of compensation for this to £300. I think that's in keeping with our published guidance and so I think that's fair and reasonable. I can see that Miss N didn't think this was sufficient to cover the cost of repairs to her car, but this isn't the purpose of the compensation.

### **Putting things right**

I require esure Insurance Limited to pay Miss N £150 further (£300 in total) for the distress and inconvenience caused by its handling of her claim, as it's already agreed to do.

### **My final decision**

For the reasons given above, my final decision is that I uphold this complaint in part. I require esure Insurance Limited to carry out the redress set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss N to accept or reject my decision before 15 May 2025.

Phillip Berechree  
**Ombudsman**