

## **The complaint**

Mr S complains esure Insurance Limited (esure) unfairly settled his claim on his motor insurance policy.

There are several parties and representatives of esure involved throughout the complaint but for the purposes of this complaint I'm only going to refer to esure.

## **What happened**

Mr S was involved in a non-fault motor accident with a third-party in July 2024 in which his van suffered a blow to the passenger side.

Mr S obtained an estimate for repairs but esure declined to pay the full estimate amount. It said the estimate included damage unrelated to the accident. esure said there was clear evidence of old damage that wasn't a result of the accident and was pre-existing. It paid him a cash settlement for the work it said had been caused in the accident.

Because Mr S was not happy with esure, he brought the complaint to our service.

After Mr S brought his complaint to our service esure agreed to have an independent assessment of the damage to the van undertaken. This confirmed accident-related damage which esure had not covered in its cash settlement.

Our investigator upheld the complaint. They looked into the case and said esure should pay the full estimate minus any VAT costs and any payment already made. And esure should pay him £750 compensation for the stress and inconvenience caused by not paying for all the repairs related to the accident, and because he was without a vehicle since September 2024.

As Mr S is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

## **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.

The original repair quote provided to esure by Mr S was for £6,857. This included repairs to some pre-existing damage and Mr S clarified to esure this had been added by mistake. Mr S said he wanted £3,800 for the repairs due to accident damage.

esure didn't send out an approved engineer to undertake a physical inspection of the damage to Mr S's van. Its assessment of the damage was undertaken by a review of images submitted to it by Mr S, and consideration of the details of the accident. It said there was clear evidence of old damage to the sill and rear side panel at the bottom, and the issue with Mr S's rear wheel wasn't a result of the accident and was pre-existing. It said it would only cover for repairs to paintwork to the door, the moulding and the rear side panel. esure said it

felt a physical assessment hadn't been required, because there were clear images of the vehicle and the damage.

In August 2024 it paid Mr S a cash settlement for the repairs it said were as a result of the incident. This was a total of £1,138.41 net of VAT and less the policy excess.

The independent assessment which took place after Mr S brought his complaint to our service found Mr S's original estimate to be exaggerated and the damage to the lower panel/sill area wasn't related to the claim. It did find some damage to the side door and damage to the van tyre to be incident related. It obtained an estimate for the damage it found was caused in the incident of £3,722.57 net of VAT.

Both Mr S and esure accepted this amount as a fair settlement in March 2025.

In this case esure caused a delay in settling Mr S's claim in full. It took almost seven months for the accident-related damage to be fully assessed and a fair settlement amount agreed.

As per the terms of his policy Mr S was provided with a courtesy car when he made his claim, but this was taken back towards the end of September 2024 after esure cash settled his claim. He hasn't driven his van because it was pulling to one side the passenger side rear wheel and tyre needed to be replaced. I have seen evidence the tyre needed replacement, but I haven't seen any evidence the wheel also needed replacement. However I can understand why Mr S didn't want to drive the van if it was pulling to one side.

Mr S has been very stressed and frustrated by the process in pursuing his claim settlement to a fair conclusion and said this has had an impact on his mental health. I recognise this will have been a stressful time and being without his van will have been very inconvenient to him. For the delay and the distress and inconvenience caused I require esure to pay him a total of £750 compensation.

Therefore, I uphold Mr S's complaint.

### **Putting things right**

I require esure to;

- Settle the claim for damage at a total of £3,722.57 less the policy excess and £688.41 already paid. It should add 8% simple interest to this amount from the date the original payment was made to the date of settlement. Should Mr S provide a receipt for this work that includes VAT this should be paid by esure.
- Pay a total of £750 compensation for the distress and inconvenience caused during the delay.

### **My final decision**

For the reasons I have given I uphold this complaint.

I require esure Insurance Limited to;

- Settle Mr S's claim for damage at a total of £3,722.57 less the policy excess and £688.41 already paid. It should add 8% simple interest to this amount from the date the original payment was made to the date of settlement.

- Pay Mr S a total of £750 compensation for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 26 May 2025.

Sally-Ann Harding  
**Ombudsman**