DRN-5540985

The complaint

Mr W says that when he made a claim on his motor insurance policy esure Insurance Limited didn't ensure it was repaired properly or pay him enough to finish the repairs.

What happened

Mr W 's car was damaged in an accident in June 2024. It went into one of esure's approved repairers ('garage F') in September 2024 and was returned to Mr W in October 2024. As there were faults with the work, it went back for rectification in December 2024. As Mr W still wasn't happy with the repairs, esure offered further rectification, but he said he didn't trust garage F. So esure offered him a cash settlement of £683 for the work it understood needed to be rectified. Mr W pointed out that there was much more work on the car to be done than esure had realised. So in January 2025 it instructed an independent engineer.

The independent engineer reported on 6 March 2025 that further rectification was necessary and estimated the cost of it at £1,616. esure asked Mr W to get quotes to carry out the work and he provided two from the manufacturer's approved repairer ('firm M'). As the lowest quote was over £11,000 esure asked the independent engineer to liaise with firm M. It emerged that firm M had quoted for the full repair on the car (most of which had already been done by garage F, for around the same sum). So esure proposed paying Mr W cash in lieu of repairs. It offered him £4,887, based on the discussions between firm M and the independent engineer about the cost of putting right the remaining issues only.

Mr W accepted the sum, but he later complained to us that it wasn't sufficient *and* that he should be offered more than the £200 compensation for distress and inconvenience esure had paid him. He also said he'd suffered a financial loss, as he'd wanted to sell the car, but the claim took many months to resolve and during that period its value had reduced.

One of our Investigators reviewed Mr W's complaint. She thought esure had acted reasonably in offering him the sum it did in lieu of repairs. She thought £200 was sufficient to cover the distress and inconvenience he'd faced. And she didn't think it would be reasonable to require esure to cover any loss on the sale of Mr W's car. Mr W said in response that the sum provided wasn't enough to allow him to have the faults repaired and that he should be paid more given the delay in dealing with the claim and the pain caused to him by firm F.

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.

Settlement sum

I think the final sum esure offered Mr W in lieu of repairs was reasonable. It was based on the discussions between the independent engineer and firm M, and reflected what firm M said it would cost to repair the remaining issues.

I can see why esure thought it wasn't appropriate to have all the repair work carried out by firm F (at a cost of around £11,000) done again. I don't think any insurer would have agreed to that, as it isn't reasonable. I've listened to the call between esure's engineer and Mr W about the cost of the remaining repairs. He said firm M thought the work to be rectified was minimal – and that the faults wouldn't be noticed by other consumers unless Mr W pointed them out. The engineer explained to Mr W that firm M didn't want to do partial work on a car repaired by another garage, hence it was only prepared to start the job from scratch. Mr W seemed to accept the explanation at the time.

Financial loss

I think the car will have lost some value from the date of the accident to the date of the settlement - although I don't think the quotes about that from just one potential sales outlet are persuasive. I think much of the time taken to deal with the claim was outside esure's control – and it seems firm M didn't think there would be a problem in selling the car, as it thought the remaining damage was minimal. In addition, I've seen nothing to show that Mr W has sold the car, or tried to, so there's no evidence of a financial loss on his part.

Delay

In terms of delay, esure offered Mr W the chance to use his own repairer in June 2024, but it seems he declined, as he would have had to pay an extra £200 on his policy excess. esure instructed garage F on 1 July 2024, but it couldn't take the car until September 2024. esure had no control over its workload and availability, but fortunately, Mr W's car was driveable.

I don't think the time taken to repair the car initially was excessive, but the work shouldn't have required rectification in October 20204. A further delay followed, as garage F's workload meant it was unable to take the car again until December 2024. But it's standard practice to allow a garage to carry out its own rectification work. Had that been done properly the second time, the claim would have been resolved in December 2024.

After that, based on what Mr W had told it, esure tried to resolve the issue by offering him cash in lieu of further repairs, which I think was a reasonable way forward. The sum offered initially was low, but the file notes and the call between esure's engineer and Mr W show that it wasn't aware of the full extent of the faults Mr W had found until 28 January 2024. The engineer then arranged for an independent engineer to inspect the car, I think that was also reasonable. Inevitably, it caused a further delay, as independent engineers aren't usually available immediately. esure's engineer pointed out that he would have arranged an independent inspection earlier had Mr W set out all the remaining faults in December 2024.

Mr W's estimates for repairing the remaining faults were obtained after the independent engineer reported at the start of March 2025. But as they appeared to be very high, there was a further delay whilst the independent engineer discussed them with firm M. I don't think the time taken to get the independent report, or to establish the basis for firm M's quotes, were esure's fault. And it paid the settlement sum a week later.

I think Mr W faced avoidable delay, as the repairs shouldn't have had to be rectified. So I've thought very carefully about whether the £200 compensation offered by esure is sufficient. I think most of the delay in the process was outside its control. Taking that – and the fact that Mr W's car was driveable – into account, on balance, I think the sum esure offered him in compensation was adequate.

In summary

I sympathise with Mr W, as I have no doubt he was traumatised by the accident and found the repair / claims process to be difficult and protracted. But I think esure acted reasonably in relation to the settlement sum and in its offer of compensation for distress and inconvenience, so I'm not upholding Mr W's complaint.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 27 August 2025.
Susan Ewins
Ombudsman