

The complaint

Miss J and Mr J complain about the service and suitability of courtesy car supplied by esure Insurance Limited ("esure") during a claim under their car insurance policy. When I mention esure I also mean its approved repairers and suppliers.

The complaint is made in both names, but as Miss J seems to be the primary correspondent in the case, for ease I'll refer to her throughout.

What happened

Miss J had a motor insurance policy with esure covering her car.

She was involved in a collision in May 2024 causing damage to her car. She reported the incident to esure and made a claim.

Her car was assessed by esure in about July 2024. It thought that some damage on the car was pre-existing, which needed further investigation.

Miss J asked for a courtesy car while her car was undergoing repair. She'd previously suffered a shoulder injury and asked that the car had an automatic gearbox. Her car was an automatic, and she had a full UK manual licence.

The repairer said it had manual cars, and it'd not been told by esure that Miss J had requested an automatic.

As the manual car wasn't suitable for her, Miss J paid £178.21 in total on three separate occasions for cover on another car so she could keep mobile and get to important appointments. An automatic car became available later in the claim and was apparently provided to Miss J.

She complained to esure about the service she'd had, including a call where she said its claim handler had been rude, the courtesy car, and the damage that hadn't been repaired. It said its courtesy cars weren't guaranteed to be automatic, and her licence meant she should be able to drive either type of gearbox. It wasn't able to locate the call mentioned. It offered Miss J £50 as a goodwill gesture.

As Miss J remained unhappy, she brought her complaint to this service. She asks that her excess is refunded, esure refunds her the extra cost she's paid, and additional compensation. She talks about the daily chasing she had to do to progress her claim.

Our investigator looked into her complaint and thought it would be upheld in part. She thought esure should have considered Miss J's needs for an automatic, even though its policy didn't guarantee one. She also thought it should pay an additional £100 compensation.

Miss J accepted the view. She also pointed out that she thought she'd made simple request of esure for an automatic car, and she thought its responses showed a lack of transparency from it.

esure didn't accept the view. It said it didn't guarantee the type of car it provided, and it questioned whether Miss J should be driving any type of car with her injury.

Because esure didn't agree, this complaint has been passed to me to make a final decision.

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'm upholding this complaint and I'll explain why.

I've read about what went on in Miss J's claim and I can see from her evidence that she's been frustrated by esure's actions and inconsistencies.

Looking at the individual elements of it, I can see that there's a dispute about what type of gearbox was requested on the courtesy car, with the repairer saying esure asked for a manual, and esure saying it asked for an automatic. Later correspondence doesn't add clarity to what happened, or what was ultimately supplied to Miss J.

The policy wording talks in general terms about the type of car being provided – saying only that it will usually be a 'Class A' car.

I've thought about this. Given Miss J's difficulty with driving a manual car, I think her request for an automatic is reasonable. And an early request specifying that from esure to its repairer would, I think, have dealt with the situation well, although it may have delayed the repairs slightly. But I can't see that the request was made or made correctly.

Miss J has also struggled with delays during her claim. I can see there was a four-week delay between esure's repairer sending the estimate to esure, and it approving those. And those were a portion of the repair that hadn't been dealt with in the first repair that it'd done. An added complication was about possible pre-existing damage in a similar area.

So, I can see there have been disputes in the claim, and esure unreasonably caused a delay in getting the work finalised.

esure said it had provided Miss J with an automatic car for about six weeks, but that doesn't seem to align with the information from Miss J. Again, there's no clarity in what actually took place.

Miss J said she'd had to insure herself on another automatic car to be able to attend key appointments. She paid a total of £178.21 for this over three occasions. I think this is fair and reasonable, so I think esure now needs to refund her those costs.

Interest at 8% simple should be added to this, from the date Miss J paid them to the date esure makes this payment. This is a change from the view, but as it only adds a small amount to the payment, and it's in Miss J's favour, I regard it as a minor change.

I can also see Miss J asked for her excess to be refunded in her approach to this service. I'm not able to support her request as the payment of her excess is part of her agreement with esure. It's part of every claim she makes. So, I'm not going to ask esure to refund it.

The most obvious aspect of inconvenience has been the number of calls and contacts made by Miss J to esure for updates about her claim and the find out what has happening with the courtesy car. Many of these calls took place over a short period, and I agree it caused Miss J

significant inconvenience over that period.

Miss J accepted the view, which said esure should pay a total of £150 for her distress and inconvenience, which included the £50 already offered by esure. I think this amount is fair and in line with this service's guidelines.

My final decision

For the reasons set out above, my final decision is that I uphold this complaint. I direct esure Insurance Limited to pay Miss J and Mr J:

- A total of £150 compensation for their distress and inconvenience. If amounts have been paid towards this then they can be deducted.
- The refund for Miss J's additional costs she paid to keep mobile, which are £178.21. Interest at 8% simple should be added to these costs, from the date Miss J paid them, to the date esure makes this payment. If esure Insurance Limited considers that it's required by HM Revenue & Customs to withhold income tax from that interest, it should tell Miss J how much it's taken off. It should also give Miss J a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

esure Insurance Limited must pay the amount within 28 days of the date on which we tell it Miss J and Mr J accept my final decision. If it pays later than this, it must also pay interest on the amount from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss J and Mr J to accept or reject my decision before 5 August 2025.

Richard Sowden
Ombudsman