

The complaint

Mr W is unhappy with how esure Insurance Limited ('esure') dealt with his car insurance claim, following an incident whilst it was charging.

Any reference to esure includes its agents.

What happened

The details of what happened are well known to both parties. So, I will summarise them here.

- In February 2024, Mr W's car was involved in an incident whilst charging at a shopping centre. Damage to the battery resulted in the car being deemed a total loss.
- esure settled Mr W's claim and he was paid the total loss settlement. They say they pursued the third-party's (the company responsible for the charging unit) insurer for agreement of liability and claim costs (including uninsured losses). However, esure subsequently agreed the claim would be settled on an at fault basis, without recovery of costs or uninsured losses.
- Mr W was unhappy with this decision. He said the evidence that the third-party were at fault was significant and he'd received an admission of liability that it was due to a fault from the charging unit. esure didn't uphold Mr W's complaint. They said they were unable force a change in a third-party's stance on liability and couldn't do any more in relation to this. They apologised for issues experienced through the claims process and paid £200 compensation. They also paid just over £1,000 towards some of the uninsured losses as a gesture of goodwill.

Our investigator considered all of the evidence and didn't uphold the complaint. In summary, he found that esure had fairly considered the claim before choosing to settle it based on the evidence. Mr W didn't accept his view. The complaint has now been 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.

Having done so, I have to tell Mr W that I think the investigator has reached a fair outcome here, and I don't uphold his complaint in this matter. I'll explain why.

When coming to my decision the key things I need to decide are whether esure has:

- Acted in accordance with the terms and conditions of the policy; and
- Dealt with the claim fairly and reasonably.

The policy's terms and conditions allow esure to defend and settle a claim as it sees fit – as

has happened here and I think that's fair. I say this because:

- Whilst Mr W has pointed to an admission of liability from the third-party, their insurer denied liability in August 2024 and refused to cover costs or losses.
- The case was transferred to esure's solicitors soon after to look into litigation. They found that there was understandably (due to the car being deemed a total loss) no engineer's report. They suggested an independent expert's report to verify fault but concluded this would likely come with significant cost and be limited as there was no vehicle salvage.
- The Solicitor's concluded there was limited chance of success and so esure closed the claim on an at fault basis for Mr W.

The role of this Service isn't to decide who was at fault for the incident but whether esure have acted fairly, reasonably and in line with the policy terms and conditions when settling the claim. In light of the above, I think they did. Mr W has also said esure should have attempted recovery of his uninsured losses. However, I think they have acted fairly here for the same reasons (the increased costs and limited chance of success).

Mr W has also complained about the process and time taken. I can see that there were some delays as the Investigator detailed. Such as in providing the total loss report and confirming if they would seek an independent assessment. However, having considered the full timeline, I think the compensation paid (£200) as well as the goodwill gesture of covering approximately £1,000 of uninsured loss was sufficient in the circumstances and I won't be asking them to do anything further here.

Mr W has also said that esure's delays meant there was no salvage and this impacted the case. He has said the case wasn't passed to solicitors until December 2024 and this was a three-month delay. However, the car wasn't sold until August 2025. I can't see that any delay (if I concluded there had been one) had meant the car was no longer available for inspection. I don't hold esure responsible for this.

In summary, Mr W's policy allowed for esure to settle his claim as they saw fit. I think they did so fairly, based on the evidence and the opinion of their solicitors. Whilst there was service issues and delays, I think they have already compensated Mr W fairly. So, I won't be asking them to do anything further.

My final decision

For the reasons set out above, I don't uphold Mr W's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 12 December 2025.

Yoni Smith
Ombudsman