

## **The complaint**

Mrs A complains about esure Insurance Limited trading as Sheilas' Wheels' service following a claim she made on her motor insurance policy.

## **What happened**

In March 2024 Mrs A's car was damaged after it collided with a deer. She claimed on her policy. She was unhappy with the progress of her claim or the quality of repairs esure's approved repairers completed. She complained and eventually brought that complaint to the Financial Ombudsman Service. One of our Investigators looked into esure's actions up to July 2024. However, those matters are not the subject of this complaint. Instead I'm considering the events which took place later.

In August 2024 Mrs A took her car to one of the manufacturer's dealer garages (the garage) for further diagnosis. esure eventually authorised the garage to carry out further repairs rather than returning the car to esure's approved repairer who did the initial repairs

The garage sent esure its bill for the additional repairs in November 2024.

In January 2025 Mrs A noted an issue with water ingress into the car. The garage looked into it and conducted a vehicle health check. It said that the rear driver's side door was leaking and recommended that the door and its seal were stripped to investigate the matter further.

Both the garage and Mrs A sought authorisation from esure to carry out this work. Around the same time, the garage told Mrs A that esure still had not paid it for the invoice it submitted in November 2024. Mrs A complained.

esure replied to Mrs A's complaint in March 2025. It acknowledged that a system issue had prevented it from paying the garage and that it hadn't taken steps to put things right until Mrs A told it about the non-payment. It said that it had made the outstanding payment to the garage on 22 January 2025. It also said it would pay Mrs A £100 compensation for the impact of its mistakes.

Turning to the matter of water ingress, esure said that its approved repairers didn't work on that part of the car so any water ingress wasn't related to the accident or repairs that followed.

Mrs A replied. She said she didn't accept its offer of £100 compensation. She also said that the approved repairers had worked on the driver's side rear door.

Mrs A then brought her complaint to the Financial Ombudsman Service. Another of our Investigators considered it. He didn't think esure had dealt with Mrs A fairly. He said it should: pay for repairs to the rear door and the cost of the investigation into that; pay Mrs A the original £100 compensation it had offered; and make a further payment of £500 compensation for her inconvenience caused by the issue concerning the rear door. He also said it should confirm with the garage that no payment was outstanding.

In July 2025 esure proposed instructing an independent engineer to assess whether the water ingress was related to the accident or repairs. Mrs A wasn't happy with that. So, as the matter remains unresolved it's 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.

In bringing this complaint Mrs A has made a number of points. I've considered everything on file. But in this decision I don't intend to refer to each and every issue or event. Instead I will focus on what I see as being the key outstanding points following our Investigator's complaint assessment. I also need to be clear that I will not be looking at events which occurred prior to July 2024.

### *esure's customer service*

Mrs A was unhappy with a number of aspects of esure's customer service around August 2024. For example she referred to long waits whilst being placed on hold during calls; being promised a call back which didn't happen and that esure gave her inaccurate information. I can understand this added to her frustration at a time when she was already concerned about the quality of esure's approved repairers' work.

esure then paid the garage to do some rectification work. But, despite the garage submitting its invoice to esure in November 2024, owing to a problem with esure's system, it didn't actually make payment for another two months. Mrs A found out about this when she wanted the garage to do more work on her car. But the garage was reluctant to do that when esure still owed it for the previous work.

esure did then take steps to put things right. And it offered Mrs A £100 compensation for the impact this had on her. I think that was a reasonable response in the circumstances. That's because I'm satisfied the compensation offered recognises the inconvenience and disappointment that some of esure's service issues had caused Mrs A. That said I note she refused to accept this sum at the time. So I think it should pay that amount to her now.

Further, although esure indicated it had paid the outstanding sums, to date we haven't had independent confirmation that everything owing to the garage has been paid. So, to put this matter to bed, I think it's fair that esure confirms with the garage that no further payment is outstanding for the earlier repair work.

### *Water ingress*

In January 2025 Mrs A identified that water was leaking into the car. The garage said this was caused by the door and the door seal which required removal and further investigation. Both Mrs A and the garage asked esure to authorise the garage to undertake this work. esure didn't do so. And its claim notes are somewhat muddled; appearing at one point to indicate that the work had been authorised and at another it says an 'estimate' was passed to esure's engineers for approval. But as far as I'm aware the garage hadn't actually submitted an estimate. It had only sent esure the results of its vehicle health check and a video to esure's engineer advising that the water was getting in via the rear door. It asked esure for details of the next steps. However, I've seen no evidence that esure ever responded to that correspondence.

Further, Mrs A complained again and esure told her that its approved repairer hadn't ever done work on the driver's side rear door. But that isn't correct.

When the approved repairer initially submitted its report and images of the work required, it referred to damage to the rear door as being not accident related. However, after Mrs A said that it was, the repairer asked esure if it would authorise the repairs to that door. esure provided that authorisation the next day. And the repairer's schedule of the work carried out and its invoice for doing that work clearly shows that it removed and replaced the rear door. And there are numerous images of the car, while repairs were ongoing, showing that the rear door has been removed from the car.

So there is absolutely no doubt that esure authorised repairs to the rear door, the repairer carried those out, and esure paid the repairer for doing those repairs. In those circumstances it's not at all clear why esure would say that area of the car wasn't worked on and so the water ingress wasn't related to the accident or repair.

Since our Investigator recommended that esure arrange repairs to the rear door esure has suggested appointing an independent engineer to assess the cause of the water ingress. But I don't think it's reasonable to insist on that step now.

Where the quality of repairs, or further rectification work is in dispute, then it's common for insurers to appoint independent engineers to assess the car in question to establish whether or not the further work required related to the initial accident and repair. And where further repairs are required, the independent engineers will usually also estimate a fair sum to pay for the cost of that rectification work. But the time for esure to have fairly done that would have been in January 2025 when Mrs A first raised the issue and when the garage asked esure for details of the next steps. But, as far as I can tell esure didn't respond to the garage and it simply denied that any repairs had been carried out on the rear door when that plainly wasn't the case. That has clearly contributed to months of further delays. And given that the garage apparently thought esure should be paying for the further repairs, it's reasonable to assume it also believed the extra work required was related to the accident and repair.

So, in the specific circumstances of this case, I don't think it's reasonable to delay matters further by involving an independent engineer. The car door wasn't leaking before the repairs were carried out, but it was afterwards. In those circumstances I think it's fair that esure pays the garage reasonable costs for repairs to the car's rear door and seals including the cost of any investigation work.

Also this matter has clearly been a source of considerable distress, upset, worry and inconvenience to Mrs A, which required a lot of extra effort to sort out. Those efforts spanned many months. So, I think esure should pay Mrs A additional compensation of £500 on top of the £100 it had offered in March 2025.

### **Putting things right**

I require esure to:

- Cover the reasonable costs to the garage to repair the driver's side rear door and seal to prevent further water ingress. It should also cover the reasonable costs of any diagnostic/investigations to establish the cause of the water ingress.
- Pay Mrs A a total of (£500 + £100) £600 compensation to recognise her distress and inconvenience arising from esure's mistakes and poor customer service when handling the claim.
- Unless it has already done so, to confirm with the garage whether any sums remained owing for previous work done.

### **My final decision**

For the reasons set out above I require esure Insurance Limited trading as Sheilas' Wheels to take the steps set out under the heading putting things right above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 12 November 2025.

Joe Scott  
**Ombudsman**