DRN-5683015

The complaint

Mrs S and Mr S complain about how esure Insurance Limited (esure) declined a claim under their motor insurance policy for damage to their vehicle from a gate in a storm.

References to esure in this decision include their agents.

What happened

In November 2023, during bad weather, the gate at Mrs S and Mr S's property blew into the nearside rear corner of their vehicle, damaging a light cluster. They took the vehicle to a local manufacturer garage (O), who said the whole light unit would need to be replaced. They had the unit replaced at their own expense as the cost was similar to the excess on their policy, so they didn't think it worth making a claim. They thought the replacement meant the car was back in good working order.

However, following further bad weather at the beginning of January 2024, they drove on a long trip and noticed a strong, stale smell inside the vehicle. They investigated and found the cavity underneath the boot floor contained rainwater, which had also spread to the rear passenger footwells. This was the first time they were aware of the damage. They mopped up the water and drove back home but broke down on the way. They contacted esure, but they weren't available, so Mrs S and Mr S arranged for recovery to the garage (O).

They then made a claim for the damage from the water ingress, believing it was caused by the incident with the gate, but wasn't apparent at the time as the weather had been fine and dry. However, esure rejected the claim, saying they considered the damage a result of a poor repair that had never been reported to them. They said Mrs S and Mr S should contact O, as the garage that completed the repair, as they would be liable for rectification of the damage from the water ingress. Mrs S and Mr S eventually paid £1,600 for the damage to be fixed.

Mrs S and Mr S were unhappy at esure declining their claim. O denied responsibility for the water ingress, or that they carried out a poor repair. Mrs S and Mr S said they thought replacement of the light cluster returned their vehicle to good working order. Had they known their vehicle suffered bodywork damage in the incident they would have made a claim under their policy immediately. They had been without their vehicle, affecting their ability to work and attend other events and appointments. So, they complained to esure.

esure didn't uphold the complaint. In their final response they said the claim was first logged as water damage from a previous repair arranged privately by Mrs S and Mr S. Had they been afforded the opportunity to assess the claim at the time of the original incident, they could have properly assessed the damage and carried out repairs. As they weren't, esure didn't think they could be held to account for any issues arising from the initial repairs. So, esure maintained their decision to decline the claim.

Mrs S and Mr S then complained to this Service. They didn't accept the water ingress was the result of poor repairs by O (an esure approved repairer) who denied any responsibility for the water ingress. They also thought esure should have sent an assessor to inspect the vehicle before declining the claim. They'd been affected financially, socially, work wise and health wise (exacerbation of an existing condition) by what had happened.

Our investigator didn't uphold the complaint, concluding esure didn't need to take any action. He noted the policy conditions required a policyholder to notify esure as soon as they became aware of an incident, regardless of whether it might lead to a claim under the policy. This enabled esure to assess a claim and, if accepted, arrange for repairs to be carried out (including through an approved repairer). As Mrs S and Mrs S didn't report the incident with the gate at the time, it limited esure's ability to establish the extent of the damage and whether it may have contributed to the subsequent water ingress. When Mrs S and Mr S contacted esure to report the water ingress issue and make a claim, they mentioned it was related to the replacement of the light unit. Having the initial repair carried out privately prejudiced esure's position and while esure hadn't inspected the vehicle, from what Mrs S and Mr S said when making their claim (and in discussion with our investigator) about the damage arising from the repair, it was reasonable for esure to decline the claim.

Mrs S and Mr S disagreed with the investigator's view and asked that an ombudsman consider the complaint. They raised several points of detail about the investigator's view and said they'd been forced to pay for further repairs due to the length of time esure took to assess, and then decline, their claim. They'd made their claim as soon as they were aware further repairs were required. And esure declined the claim without inspecting the vehicle.

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.

My role here is to decide whether esure have acted fairly towards Mrs S and Mr S. As the complaint was made about esure, then the decision doesn't cover the actions of O, other than as context for what happened in this case.

The key issue in Mrs S and Mr S's complaint is esure's decline of their claim for damage to their vehicle from the water ingress, which they say was caused by the incident with the gate. esure say the damage was due to poor repairs at the time of the incident by O, as the garage that replaced the light unit. For their part, O deny the quality of their repair caused the water ingress. esure also say they can't be held responsible for the quality of repairs carried out by O.

In considering the complaint, it's important to note my role isn't to assess the claim and the circumstances of the damage. It's to decide whether esure acted fairly and reasonably in declining the claim. I've considered carefully all the evidence available in this case, provided both by Mrs S and Mr S and by esure. This includes the detailed points made by Mrs S and Mr S in response to our investigator's view and subsequent exchanges. I won't comment in detail on every specific point, concentrating on those I think are most relevant to the case.

Having sone so, I've concluded esure did act fairly and reasonably in declining the claim. I know this will be very disappointing to Mrs S and Mr S, so I'll set out the reasons why I've reached this conclusion.
The key issue is whether it was fair for esure to say the water ingress was the result of the repairs carried out by O at the time of the original incident. esure also say that as they weren't involved in assessing the damage from the original incident and carrying out the repairs, they have no way of knowing whether the water ingress and associated damage was the result of the original incident. Mrs S and Mr S say they had no reason to think their vehicle wasn't in good working order following O's repairs, it was only the subsequent bad weather that led to the water ingress and the associated damage. I don't think that's

unreasonable, but equally I don't think it unreasonable to think O should have identified all the damage caused by the incident with the gate, including to any bodywork in the area affected that meant water ingress was then possible.

I've also considered esure's point that had they been contacted at the time of the original incident; they would have been able to assess the damage and carry out repairs (through one of their approved repairers). In that eventuality, the subsequent water ingress and associated damage would have been their responsibility to rectify, as all repairs by an approved repairer are covered by a guarantee. But as they weren't involved in the original repairs, then I don't think it unreasonable for them to say they can't be held responsible for any subsequent issues. On a point of detail, Mrs S and Mr S say O was an approved repairer for esure. That may be the case in general, but O carried out the replacement of the light unit in a private capacity for Mrs S and Mr S – esure weren't aware of the repair and so didn't authorise it, only becoming aware of it when Mrs S and Mr S contacted them to make their claim.

I've also noted exchanges between Mrs S and Mr S with O in which they say they were told the issue with water ingress was from the light unit that was repaired (an engineer said there was a small gap between the unit and the vehicle bodywork, and this was the source of the water ingress). I can also see Mrs S and Mr S thinking the issue was caused by the repair to the light unit (although there is some uncertainty whether the water ingress may have been through behind a bumper). I can also see other concerns about the standard of workmanship from O and a complaint to the vehicle manufacturer and reference to a possible complaint to the Motor Ombudsman.

All of which indicate unhappiness from Mrs S and Mr S about their experience with O – but that's not something for me to consider in this decision, as the complaint from Mrs S and Mr S is about esure's decline of their claim.

Mrs S and Mr S also say esure reached their decision without inspecting the vehicle. But the indications from Mrs S and Mr S when they made their claim was that the issue was related to the replacement of the light unit. And as I've noted above, as esure were not involved with that replacement, then it wasn't unreasonable for them to say they couldn't be held responsible for any issues that subsequently arose.

Mrs S and Mr S also say they made their claim to esure as soon as they became aware of the water ingress and the associated damage. But the policy requires an incident to be notified to esure when it occurs, regardless of whether a policyholder intends to make a claim. Not doing so compromised esure's position when the subsequent water ingress issue became apparent.

Taking all these points into account, I think esure have acted fairly and reasonably, so I won't be asking them to do anything further.

My final decision

For the reasons set out above, it's my final decision not to uphold Mrs S and Mr S's complaint.
Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S and Mr S to accept or reject my decision before 8 September 2025.

Paul King
Ombudsman