

The complaint

Mr G complains esure Insurance Limited (esure) failed to remove a fraud marker against him following a motor insurance claim.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events.

Mr G submitted a claim under his motor insurance policy following an accident in 2018. In 2022 esure wrote to Mr G to say it would offer to settle his claim and withdraw any allegations of fraud. The settlement was agreed and esure confirmed it had withdrawn any allegations of fraud in relation to the accident.

In February 2025 Mr G raised a complaint with esure. He said he had recently become aware that esure hadn't removed the fraud marker against him. He said the failure to do so had caused him significant distress and inconvenience.

On 11 April 2025 esure issued Mr G with a final response to his complaint. It had offered Mr G £300 compensation but said if Mr G could provide it with evidence, such as confirmation his mortgage applications were declined because of the marker, it would carry out a further review of his complaint. Mr G referred his complaint to this Service.

Our Investigator looked into things. He said he didn't think Mr G had provided evidence to show the losses he said he had incurred were due to the fraud marker, so he thought the £300 compensation esure had offered was reasonable.

Mr G didn't agree with our investigator and asked for a decision on his complaint. So, the complaint has 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.

I want to acknowledge I've summarised Mr G's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead, I've focused on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr G and esure I've read and considered everything that's been provided.

I'm also aware Mr G has provided examples of previous decisions issued by this Service which he says are about complaints similar in nature. I want to be clear to both parties that I've taken into consideration the relevant rules and industry guidance, alongside what I consider to be fair and reasonable in the specific circumstances of this complaint.

esure has acknowledged it failed to remove the fraud marker when it said it would and so has offered Mr G £300 compensation. So, I've considered whether I think this is reasonable

to acknowledge the impact to Mr G.

Mr G has said the fraud marker on his account has caused him considerable distress and inconvenience. He's said he had mortgage applications declined, financial accounts closed and had to pay inflated premiums towards insurance policies.

However, the evidence Mr G has provided to support this is limited. He's provided correspondence from three businesses, all dated from 2025, confirming Mr G's accounts were closed in 2021 or 2022. However, none of the correspondence confirms who closed the accounts or why they were closed. So, I don't think it would be reasonable to conclude based on this evidence alone that the accounts were closed due to the fraud marker.

Mr G has provided an email from a mortgage broker confirming two companies declined his mortgage applications due to adverse data on the credit profile. However, the email isn't specific about what this adverse data was, or that it was related to the fraud marker. So again, I don't think this demonstrates the mortgage applications were declined due to esure's failure to remove the fraud marker.

Whilst Mr G has said he has insurance applications declined and policies cancelled, he's not provided evidence of this. Nor has persuasive evidence been provided that any premiums he paid towards his insurance policies were impacted due to the fraud marker.

Mr G has said the fraud marker has also caused him professional and reputational damage. He's said it's likely influenced contract losses and been a barrier to securing new work. Whilst I've no intention to dismiss Mr G's concerns, I've not seen persuasive evidence Mr G has suffered a loss of reputation or has suffered a financial loss due to the fraud marker.

Overall, I don't think Mr G has provided persuasive evidence to demonstrate he has suffered a monetary, or reputational loss due to esure's failure to remove the fraud marker. So, it wouldn't be reasonable for me to require esure reimburse Mr G the financial losses he believes he has experienced.

I acknowledge it would have been distressing for Mr G to learn the fraud marker hadn't been removed from his account as he was told it had been. And he has had to spend unnecessary time speaking with esure to resolve this. Taking all of the evidence into consideration, and what I consider to be the impact of esure's error on Mr G, I think the £300 compensation it has offered to pay is reasonable in all of the circumstances.

My final decision

esure Insurance Limited has offered to pay Mr G £300 compensation as a resolution to his complaint, and I think this is reasonable in all of the circumstances. Therefore, my decision is that esure Insurance Limited should pay Mr G £300 compensation if it hasn't done so already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 6 February 2026.

Andrew Clarke
Ombudsman