

The complaint

Mr M complained about delays in esure Insurance Limited's ("esure") handling of his claim and the impact this has had on him, under his motor insurance policy.

What happened

Mr M was involved in a collision when driving in October 2024. He said the third party ("TP") was on the wrong side of the road and was at fault. He said the police attended and the TP admitted liability. Mr M said the police confirmed a valid insurance policy was in place for the TP. He also said the police retained bodycam footage, statements and other evidence of the incident.

Mr M said he wants this claim to be resolved so that it doesn't impact on him as the innocent party. He explained that the photos taken at the scene prove the TP was at fault as does the admittance of liability. Mr M doesn't believe esure handled the matter effectively, which has resulted in delays. He said he cancelled his policy in February 2025 but hasn't received a refund of premiums as the claim remains open. Because of this Mr M complained to the business.

In its final complaint response dated 16 June 2025 esure told Mr M it had followed the correct process to try and recover its costs from the TP's insurer ("TPI"). It explained that if it received its full outlay, it would refund any unused premium payment and close the claim as non-fault in Mr M's favour. esure confirmed Mr M had a protected no-claims bonus ("NCB") so it had sent him proof of his eight years NCB when he cancelled the policy. It paid him £100 compensation for a delay in requesting the name of the TP from the TPI.

Mr M didn't think he'd been treated fairly and referred the matter to our service. esure then offered to increase its compensation payment to £200. We put this to Mr M, but he didn't accept. Our investigator then looked into his complaint, but he didn't uphold it. He thought esure had handled the claim as it was expected to. But there had been difficulties obtaining information from the TPI and establishing who the driver was. Our investigator thought £200 was fair compensation payment to acknowledge some delays on esure's part.

Mr M didn't accept our investigator's findings and asked for an ombudsman to consider the matter.

It 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.

Having done so I'm upholding Mr M's complaint in part. I'm sorry to disappoint him but I'll explain why I think my decision is fair.

I can see that esure arranged for the necessary repairs to Mr M's car. He hasn't complained

about this aspect of his claim. So, I needn't consider this further. My focus is on the liability aspect and esure's handling of this part of Mr M's claim.

From the records I've seen esure contacted the TPI on 14 November 2024 to inform it of its "*allegations*". Namely that the TPI's insured was to blame for the accident. There is no reference to a response having been received. A note from 4 February 2025 says that no invoice had been received from the garage responsible for repairing Mr M's car. This was chased. Once received, esure then wrote to the TPI on 5 March setting out its repair costs and asking for payment.

The records show Mr M's car was taken for repair in November 2024. So, it's clear there was a delay in obtaining the invoice. I can't see that this was chased. It appears esure's letter setting out its costs for the TPI was delayed by this.

That said the TPI took a long time to respond to esure's contacts. I can see it emailed on 21 March 2025 to say its insured wasn't cooperating and it was following its process to deal with this situation. It said it would settle the claim on an 'RTA' basis if its insured didn't respond within seven days. 'RTA' is a reference to the requirements under the Road Traffic Act (1988).

From the claim records the TPI didn't follow up after the seven-day deadline stated in its email. I can see esure sent a request to the TPI in April 2025 to provide the name and address of its insured. It emailed again in May to confirm it was instructing its solicitors to commence litigation. And again, requested the name and address of the TPI's insured with reference to the Data Protection Act (2018).

In its submissions to our service esure confirmed that it has yet to receive the information it requested from the TPI. It said it had also requested a copy of the police report, but that there was a delay in this being provided. The records show an email from the police dated 25 June 2025 where it advised of a ten week delay due to a recent system upgrade.

I can see from the claim records that Mr M informed esure that the police had attended the accident. In early February 2025 he confirmed that bodycam footage had been recorded. esure's agent made a note to check whether this had been requested. However, the records indicate this wasn't requested until several months later.

I've seen an email Mr M obtained from the police. This confirmed that the driver of the vehicle had fled the scene of the collision. It was the owner of the vehicle who had subsequently appeared and was present when the police were in attendance. The email explained shortfalls in the police officer's handling of the incident.

Having read all this I'm satisfied that esure did contact the TPI in a timely manner to set out its '*allegations*' that its insured was to blame for the accident. There were delays in it setting out its costs and in contacting the police. But I don't think this had a material impact on the progress that was made. The TPI's failure to respond and to provide the requested information is the reason the claim remains open.

Under the Financial Conduct Authority ("FCA") dispute resolution or DISP rules, the business must first have the opportunity to respond to a complaint before it can be referred to our service. This means I can only consider up to the date of esure's final complaint response, which was on 16 June 2025. If Mr M has concerns about the handling of his claim after this date, he will need to submit a separate complaint to the business.

From what I've read it was reasonable for esure to offer Mr M £200 compensation - given the number of times he made contact requesting updates and for the delays I've already

discussed. But I don't think esure could have done much more to speed up the process. The delays were caused by the TPI's failure to respond.

I can understand Mr M's frustration at waiting so long for the claim to be settled. But I'm satisfied esure is doing what it's expected to do to recover its costs from the TPI. If it's able to recover its costs in full it will then be able to record the claim as closed with Mr M's NCB showing as allowed. Although the terms 'at-fault' and 'non-fault' have been used, this can be unhelpful. Insurers are only interested in whether costs are incurred and whether it recovers these costs in full. This isn't necessarily the same thing as who is to blame for an accident. The best outcome Mr M here is that his NCB is allowed should esure recover its costs from the TPI in full.

My final decision

My final decision is that I uphold this complaint in part esure Insurance Limited should pay Mr M a total of £200 in compensation if it hasn't already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 21 January 2026.

Mike Waldron
Ombudsman