

The complaint

Miss K has complained about the way esure Insurance Limited handled a claim she made on her motor insurance policy.

What happened

Miss K was involved in a car accident in February 2025. Her car sustained damage, and she made a claim on her motor insurance policy with esure. Esure accepted the claim and repaired the damage.

Miss K wasn't happy with the repairs. She said there was damage that wasn't present before and paint that didn't match the original colour. She also said an emergency kit was missing. She refused to take the car back until the issues were resolved.

Esure's repairer responded to her concerns. They agreed to repair scratches on the wheels and bumper and remove some tape from the lights. Miss K insisted there were further issues to be resolved, so esure carried out an independent assessment. It concluded some of the damage had been repaired but any outstanding damage was already present before the accident. Esure said they have no reason to doubt the independent engineer's findings, but if Miss K can provide evidence the damage was caused by their agent, they'll review.

Esure paid Miss K £185 to replace the emergency kit and £175 in compensation because they accepted there were some claim delays. Miss K wasn't happy with this and made a complaint to our Service.

She maintained that all damage happened while in esure's care. She also said although they reimbursed her for the emergency kit, they didn't take accountability for the loss; and they failed to respond to her concerns about what happened adequately and took an excessive time to come to an answer. She said her car was without a MOT and esure should arrange to have it done.

Our Investigator looked into what happened. He didn't uphold the complaint as he thought it was reasonable for esure to say the door damage happened before the accident; and that they've paid enough compensation for any amount of distress and inconvenience caused.

Miss K didn't agree and says she wants her policy excess refunded, a full repair done, and more compensation. The complaint couldn't be resolved, so it's been sent 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.

On doing so, I'm not upholding this complaint for similar reasons to the Investigator. I've explained why below.

As ours is an informal service, I'm not going to respond to every point or piece of evidence Miss K and esure. Instead, I've focused on what I consider to be key or central to the complaint. But I'd like to reassure both that I have considered everything submitted.

Repairs

Miss K's policy doesn't cover repairs that improve her car's condition compared to its condition before the damage happened. This type of term is common in most motor insurance policies, and I wouldn't expect esure to pay for any damage to Miss K's car not related to the accident.

The independent report esure arranged said the repairing garage successfully repaired the rear bumper, gaps to the panels, and the wheel arch moulding. No matter whether esure were responsible for doing so, it doesn't seem to be disputed that these faults have been put right. So, I won't be directing esure to take action in relation to these and have focused on the outstanding damage to the door.

Esure said based on comments by their agents and the independent engineer, there's no evidence to show the damage was caused by their recovery agent or repairing garage. They said they reviewed the images provided by Miss K, but these were taken at night, so they're unable to conclusively comment on whether the damage was present or not at the time of the incident.

Miss K said both front doors and trailing edges were contact damaged and have been touched in, and this happened while esure had the car. She said her car is leased, not even one year old when she got it, kept in immaculate condition, and driven only occasionally – mainly at weekends. She said esure failed to produce any evidence to support the assumption that there were scratches or discolouration before the accident. And that they dismissed her concerns without providing sufficient proof to support their position.

Esure have provided photographs, but none that clearly show whether the damage to the door was already there when the recovery agents picked the car up. Miss K's photographs are also unhelpful in determining if the damage was pre-existing, as they are taken at night from far away and are blurry.

The independent engineer's report said the repairer's appraisal images confirm that the front door edges were already in the condition Miss K complained about and touched in with the wrong colour prior to esure's involvement. They also questioned why the repairers would touch in using the wrong colour when the correct colour was available to them.

It is clear from the photographs during repair that there had to be a significant amount of repainting done in a colour which matches Miss K's car. And I'm persuaded by the engineer that it wouldn't make sense to have the area around the disputed damage painted a different colour. Considering the expertise of this engineer and the absence of persuasive contrary evidence, I think it was fair for esure to rely on the report to determine the damage was pre-existing. So, I won't be directing them to repair it.

Other issues

Both Esure and Miss K agree that esure have now reimbursed her for the full cost of the emergency bag. Since there's no financial loss to Miss K, I won't be directing esure to take any further action for this. I appreciate Miss K wants esure to take accountability for what happened with the bag, but there's no concrete evidence it was in the car when esure collected it and I think simply paying her the value of the bag is the fairest outcome for her in the circumstances.

Miss K thinks esure should be organising and paying for her MOT. An MOT is something she was always going to have had to arrange and pay for, so I don't think it's unfair for esure to refuse to do this.

Esure have an obligation to handle claims promptly and fairly. I agree with the Investigator that things haven't always gone as smoothly as they could have done with this claim – there were several periods of delay and esure didn't communicate as well as they should have at times. This would have caused some distress and inconvenience to Miss K.

I'm aware that Miss K had a hire car available to her throughout the course of the claim as well as when esure were reviewing the damage she said they were responsible for. I think this would have limited the impact of any claim delays.

I understand that Miss K didn't want to drive her car until all the issues were fixed. But she's been guaranteed by the engineer that the car was in a driveable state. I see no reason why it was unfair for esure to have the hire car returned – and I think it was more than reasonable for them to extend the hire for an extra month after esure returned her car.

I appreciate it would have been frustrating for Miss K to receive phone calls out of hours when in a different time zone, and it would have been considerate of esure to remember her request to not contact her while she was away. I was pleased to see they acknowledged this and apologised. On the whole, I think the amount of compensation esure has paid is fair – and I won't be directing them to increase this.

My final decision

For the reasons above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 8 January 2026.

Andrew Wakatsuki-Robinson
Ombudsman