

The complaint

Mr R has complained about how esure Insurance Limited (esure) handled a claim he made on his motor insurance policy.

What happened

Mr R was involved in an accident in March 2025 and made a claim on his policy with esure. At the time, esure was already dealing with a separate ongoing claim Mr R had made on his policy for an accident that happened in November 2024.

Mr R had been given use of a courtesy car for the previous claim. But esure's recommended repairer requested Mr R return it as he wanted to use his own repairer. Mr R requested a new courtesy car from esure but they refused, saying that he's not entitled to a courtesy car for the new claim if he decides to use his own repairer.

Mr R arranged a hire car directly with the third-party insurer. And he said they agreed to cover the hire costs he incurred before they arranged a car for him – but that he would need to claim for these through esure. But esure said they're not required to pay these costs.

In late April 2025, Mr R told esure that the third-party insurer requested their hire car back and that they couldn't extend because of how long esure's engineer was taking to inspect the car. Esure then provided a hire car to Mr R.

Mr R complained to esure, saying he was unhappy with their refusal to offer a courtesy car and for not reimbursing him for his hire car costs. He also complained about the handling of his claim, saying esure had pooled the claims together when they had told him they would be dealing with them separately.

Esure didn't uphold Mr R's complaint about his hire car costs. They maintained that because Mr R had chosen to use his own repairer, they weren't required to provide a courtesy car. And that they wouldn't offer a refund for Mr R's car hire receipts. They did, however, accept there had been a communication breakdown at times so offered £100 compensation.

Mr R wasn't happy with esure's response and complained to our Service. He said he wanted the hire costs paid – and more compensation for the distress and inconvenience caused by esure's handling of the claim.

Our Investigator looked into what happened but didn't uphold the complaint. He thought esure acted in line with the policy by not providing a courtesy car. And although he agreed there was poor communication at times, he thought the £100 compensation esure paid was fair.

Mr R didn't agree. Since the complaint couldn't be resolved, it has come to me to decide.

I note Mr R has made other complaints about the handling of the previous claim and about the valuation of his vehicle. These have been looked at separately by our Service and I won't be commenting on them here. I also haven't considered esure's actions after their final

response dated 20 June 2025.

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.

As ours is an informal service, I'm not going to respond to every point or piece of evidence Mr R and esure sent us. 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.

Should esure have reimbursed Mr R for his car hire costs?

Mr R's policy says a courtesy car is provided while his car is being repaired by esure's recommended repairer as part of a valid claim. And that if he uses a non-recommended repairer, they won't provide a courtesy car.

Mr R reported his claim on 25 March 2025. On 31 March 2025, he emailed esure to say he chose to have the repairs carried out by his preferred repairer. And he acknowledged that he'd incur a further £200 excess in line with the policy terms. The correct claim reference for the second claim was written at the top of the email.

Mr R said he'd chosen to use his own repairer for the first claim, not the second. And that he hadn't instructed or booked any independent garage – and esure hadn't approved or agreed to one to carry out repairs. He said esure acted on an assumption, leaving him without a vehicle for an extended period.

But I think the email above suggests Mr R wanted to use his own repairer for the second claim as well as the first. From what I've seen, the reason he wanted to use his own repairer for the previous claim was that he'd been unhappy with esure's recommended repairer. So, I think it's likely he would have opted to use his own for the second claim as well as the first. And since the policy is clear esure won't provide a courtesy car if he uses a non-recommended repairer, I think it was fair for esure to refuse to provide one at the time based on what Mr R told them.

Mr R said that on 28 March 2025, the third-party insurer provided him with a hire car. He said that the third-party insurer did this because esure failed to provide one. But just because the third-party insurer offered Mr R a hire car, it doesn't mean he was entitled to a courtesy car in line with the policy terms.

Esure did later provide a hire car for Mr R when the third-party insurer no longer wanted to do so. I understand why he'd question why esure would provide one at this time if he wasn't entitled to a car under the policy previously. Esure accepted it was taking some time for their engineer to write a report and offered a hire car as a gesture of good will. Again, this doesn't show esure should have supplied him with a courtesy car under the policy terms in the first instance – it shows they accepted the claim was taking longer than they anticipated and wanted to make sure Mr R didn't incur any unnecessary costs because of this.

Ultimately, I don't think esure needed to offer Mr R a courtesy car under the policy terms as he chose to use his own repairer. And it follows that I won't be directing esure to pay Mr R for the hire costs he incurred.

Did esure handle Mr R's claim fairly?

Esure have an obligation to handle claims promptly and fairly. They also must ensure they communicate with Mr R in a way that's fair, clear and not misleading. Esure accepted that there was a breakdown of communication, and that they acted unfairly towards Mr R. They apologised and offered £100 compensation for this. I've considered whether this was a reasonable amount of compensation for what went wrong.

From what I've seen, there was a statement esure required from Mr R on a previous claim to validate that claim. And they said they also couldn't progress the second claim without it. Mr R's policy says he must share with esure all the information they ask for to help them settle his claim. And I don't find it unfair that they didn't progress either of Mr R's claims until he provided the information they requested. But I've seen when Mr R sought clarity on his claims in May 2025, esure were vague about the details of both his claims and how they would be progressed. Mr R wanted to understand whether his two claims would be handled separately or pooled together. But esure's answers were contradictory in nature and I can see how this would have been confusing for Mr R. At the time, they weren't able to give Mr R a clear answer on how his claims would be settled.

I agree that compensation is warranted for the frustration this poor communication caused. But I'm also aware that there was certain information Mr R needed to send esure but didn't for some time even though they'd requested it on a number of occasions before May 2025. And that Mr R had the use of a car from soon after he submitted the claim until the point he came to our Service. So, I think the impact esure's actions had on Mr R is limited to the distress he suffered due to esure's poor communication. With the above in mind, I'm satisfied the £100 compensation esure has offered is enough to put things right. I see Mr R didn't accept this at the time, so I'm directing esure to pay it to him if they haven't done already.

My final decision

For the reasons above, I don't uphold this complaint. But I direct esure Insurance Limited to pay the £100 compensation if they haven't done already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 17 February 2026.

Andrew Wakatsuki-Robinson
Ombudsman