

## The complaint

Mr H and Mrs H complained about esure Insurance Limited's service under their motor insurance policy.

## What happened

Mrs H is the policyholder and Mr H is the named driver on the policy. But for ease I often refer to Mr H here because he has dealt with the complaint on his and his wife's behalf.

Mr H and Mrs H changed Mrs H's insurance from esure to a new insurer. Later the new insurer said they hadn't told them about an accident claim they'd made in 2022. As a result they wanted them to pay an additional premium. But Mr H said this was a mistake because they had not made a claim then.

esure admitted that they'd entered a claim on the motor insurance database by mistake. They agreed to put it right and remove the incorrect entry. They also paid Mr H and Mrs H some compensation and reimbursement of increased premiums. Mr H remained unhappy and complained to this Service.

The investigator recommended that the complaint should be upheld. He thought that esure hadn't acted fairly and reasonably and they should pay an additional £150 in compensation and also interest on part of the other redress they paid Mr H and Mrs H. esure did not agree to pay any more, and Mr H did not agree with the recommended compensation. So I was asked to decide.

I issued my provisional decision on 7 November 2025.

Mr H had also complained to esure about another aspect of their service, and esure have to be given the chance to respond to that. So I don't comment on that here.

## 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.

In my provisional decision I said as follows:

*"I know that Mr H wanted esure to explain what he felt was their misleading conduct and for them to be held to account for that and made to change their methods. But as the investigator has explained, it's not our role to tell an insurer to alter their policy, processes or procedures, or make them improve the level of service they offer customers. That's the role of the regulator, the Financial Conduct Authority (FCA). Instead we look at whether they've treated their customer fairly in accordance with their policy terms and conditions.*

*As the investigator has also explained, our general approach where a consumer has changed insurers, and the new insurers charge more because the previous insurers have*

wrongly recorded a claim, either due to delay or mistake, is we expect the consumer to ask the new insurer to re-rate the premium once the claim record has been corrected. Mr H said he's managed to have their new insurer do this and the new insurer had paid him about £120 as a premium refund. esure showed that they'd already paid Mr H as part of their settlement an amount in recompense for the new insurer having charged them more. esure's final response letter of 21 March 2025 to Mr H says this was about £50 (- though I note that in the investigator view and esure correspondence it's been referred to as about £200). Regardless, because Mr H and Mrs H have therefore essentially been compensated twice for the same issue, I think that in these circumstances esure shouldn't have to pay interest on top of what esure had already paid them for that.

esure have also shown in their final response letter to Mr H's complaint, that they paid him £247.50 in compensation. The investigator thought that esure should pay an additional £150 but Mr H does not think that is enough.

But while esure did make a mistake in putting a claim on the database, they admitted that when it was discovered, and they did try to resolve their mistake. But in the process, they failed to check that their correspondence about it had been received and actioned by the database provider and by the new insurer. They also didn't keep Mr H informed about what they'd done or update him regularly. This meant that things didn't happen as quickly as they should have and Mr H had to get involved again to help sort things out.

He said that esure's poor service included difficulties contacting esure by email and on the phone, being kept on hold, and a lack of promised callbacks from them. He said that he found the situation stressful and described it as an ordeal. He felt that esure had given him incorrect information, lied and mislead him. But while esure might have done better at resolving their mistake faster, I have not been shown any persuasive evidence that they deliberately lied or mislead him.

However esure's mistake was discovered in early February 2025, and it wasn't resolved until early April. So its impact on Mr H and Mrs H did last over several weeks, and it took more effort from Mr H to resolve it than it should have. I do see that Mr H was very worried about the matter and so I don't think that £247.50 compensation was enough given the impact of esure's mistake on him. The investigator recommended that a further £150 would be fairer and in accordance with our guidelines that the investigator has explained. I know that Mr H wanted more than this, and so I appreciate that he may be disappointed, but I am satisfied that a further £150 is fair and reasonable and in accordance with our guidelines."

Both parties have accepted my provisional decision and so I confirm it here.

### **My final decision**

For the reasons I've given above, it's my final decision that I uphold this complaint.

I require esure Insurance Limited to pay Mr H and Mrs H an additional amount of £150 in compensation for the distress and inconvenience their actions caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Mrs H to accept or reject my decision before 1 January 2026.

esure must pay the compensation within 28 days of the date on which we tell them Mr H and Mrs H accept my final decision. If they pay later than this they must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

*R. Scott*

Rosslyn Scott  
**Ombudsman**