

The complaint

Mr F complains that esure Insurance Limited's offer to settle a claim on his motor insurance is unfair.

What happened

Mr F had a motor insurance policy with esure. In November 2024, he was involved in a road accident when a delivery van collided with his car. He reported this to esure.

Mr F initially came to this service at the end of March 2025 because esure hadn't settled his claim. Soon after he contacted us, esure wrote to him. It said it had instructed its engineers (who I'll refer to as 'H' in my decision) to assess the damage. H's report concluded that some of the damage couldn't have been caused in Mr F's accident.

Based on this report, esure offered to repair the near side front wheel arch and near side front bumper. However, it said it wouldn't cover the damage to the near side front alloy wheel, tyre, or steering rack. It told Mr F this damage wasn't "*consistent with the accident circumstances reported for this claim*" and he'd need to make a separate claim for this. It offered him £250 to apologise for delays assessing the claim.

Mr F didn't accept this and says esure hasn't treated him fairly or in line with the Consumer Duty. He commissioned his own expert (who I'll refer to as 'J' in my decision) to assess the damage. He believes J's report shows esure should repair all the damage, as set out in his repairer's estimate.

Mr F is also unhappy that he's "*still paying for a car I can't drive due [sic] and also having to pay hire car charges to enable me to carry out my occupation*". He wants esure to pay compensation for "*the loss, depreciation and expense over the nearly 9 months of delay plus the stress and inconvenience this saga has caused.*"

Our investigator didn't uphold the complaint. He was more persuaded by H's evidence that the damage to the wheel and steering rack weren't caused by the accident, and was satisfied that esure's decision not to cover this damage was reasonable. He thought its £250 offer to apologise for delays handling the claim was fair.

Mr F disagreed with our investigator, so the case was passed to me.

My provisional decision

I issued a provisional decision on this complaint on 30 November 2025. I said:

"Mr F's policy allows him to have his car fixed by his own repairer. Under the policy terms, he has to submit "a detailed estimate from the repairer, plus details of the accident or damage". esure will only pay for repairs if it agrees the costs first and can reject a repairer's estimate (section 4 of the policy booklet).

esure's internal notes show it referred the car to H because it felt the repair costs quoted by Mr F's garage "were excessive based on the limited images we had received showing only

scuffs to the front bumper and LH front wing.” I’m satisfied that this is in line with the policy terms, and I don’t think it’s unfair for esure to do this if it has concerns. However, I think there was a significant and unnecessary delay before it did this (see below).

H inspected Mr F’s car and reviewed the estimate from Mr F’s repairer in January 2025. His report says, in summary:

- Mr F’s car suffered “a light blow” to the front left bumper and wing.
- The estimate included a new steering rack. H noted the repairer’s comment that the steering “became heavy after the accident”, but he found “no fault with the steering.” He suggested a more detailed inspection might be helpful.
- He noted that Mr F’s car “falls within the model year range were [sic] the steering racks suffered from water ingress”.
- The estimate listed a new alloy wheel and tyre, however he thought this damage was “consistent with general wear and tear, ie curbing [sic] damage.”
- He said the car was driveable (“the extent of the damage did not render the car immobile”) and recommended esure cover the “left front wing and bumper only”.
- He calculated repair costs at £1,890.72.

J inspected the car in May 2025. He noted that he hadn’t seen H’s report at this stage, although he was aware of its conclusions. J says, in summary:

- There was “moderate collision/impact damage to the left hand front” of Mr F’s car.
- The damage to the wing, bumper, wheel, and tyre was “clearly very recent damage with what appears to be paint transfer on wheel spoke and wheel rim.”
- He found it “astonishing” that there’d been no geometry check following the accident.
- He found that the damage “is all related to the original incident.”
- The wheel and tyre should both be replaced. He also recommended the steering rack should be replaced “due to the location of the impact and the load this would have had on the steering rack components.”
- The car wasn’t roadworthy given this damage.
- He calculated repair costs at £8,047.50, including VAT.

Both parties were later able to comment on the other’s report. I’ll briefly summarise the additional points/arguments:

- H maintained that the damage to the alloy wheel was unrelated to the collision: he pointed to the “grinding” on the wheel, the “vertical” damage, and “concrete dust from contact with a kerb”. He said there was nothing on the van that could have dug into the wheel to cause this type of damage.
- J questioned the thoroughness of H’s inspection, his comment about water ingress, and his ‘kerbing’ conclusion. He explained that the wheel damage was “consistent with the [van’s] tail lift rail” and added graphics to a photo of the van to illustrate this.

This is a difficult claim because we have two experts disagreeing with each other on two key points: the alloy wheel and tyre, and the steering rack.

I'll take the alloy wheel first. I think it's more likely than not this was damaged in the collision with the van. I agree with Mr F's challenges to H's evidence:

- First, the 'point of impact' illustrated in H's report suggests an impact from the front. Mr F's description of the accident is that he was stationary when the van hit the front left wing of his car from behind as it tried to undertake and move past him. I've read H's response to J's report several times and I think it's possible he's misunderstood the direction of travel of the two vehicles. If so, I think this has influenced his findings.*
- Second, I'm satisfied that Mr F's photos of the van – and J's comments on them – show H's assumptions about the van, and how it wasn't possible for it to cause the damage to Mr F's wheel, are wrong.*
- Third, photos taken the day after the accident don't show any concrete dust transferred onto the wheel, so I don't agree with H that this supports kerbing.*
- Finally, H suggests Mr F was shaken by the accident and hit the kerb while he was trying to park. This is pure guesswork and I find no evidence to support this. I also note Mr F's evidence here about the height of the kerb, and his comments about his professional driving experience.*

Even if I'm wrong about that first point – and the illustration on H's report isn't meant to indicate the direction of impact – I still find in Mr F's favour because of the other points. I think it's much more reasonable to conclude the damage to the front left wheel happened at the same time as the damage to the front left wing and bumper. I agree with Mr F that esure should replace the alloy wheel and tyre.

The steering rack is more problematic. I've read the reports here very closely – the original estimate by Mr F's repairer, H's report, J's report, both parties' additional comments – and none of them, in my opinion, shows that the steering rack is damaged and/or needs to be replaced. While I take J's point that a geometry check should have been done given the impact, I think responsibility for carrying out this check lay with Mr F's repairer.

As I said above, if a policyholder wants to arrange for their own repairs, esure has to review and agree the quote. In these circumstances, the repairer has to provide a detailed estimate setting out its proposed repairs. So I think the onus is on Mr F and his repairer to show that the steering rack needs to be replaced. But the only relevant assessment about the steering is H's comment that the repairer told him it "became heavy after the accident". There's no evidence directly from the repairer on this point and I see no evidence to justify the conclusion that it should be replaced. I think it was reasonable for esure to question this.

H acknowledged that he carried out a "limited inspection of the steering in the car park", and suggested a "more detailed inspection may be required on a ramp." I think that was a sensible recommendation and I think esure might have suggested this to Mr F at this time.

I note J's point that because there's evidence of impact damage (the tyre damage), the steering rack should be replaced. That seems excessive without more conclusive evidence that the steering had been damaged. I also might expect to see more significant damage to the car's bodywork to suggest the steering had been damaged.

Given it's Mr F's repairer to show this repair is necessary, I don't agree that the steering rack should be replaced. If Mr F was to have a more detailed investigation done – similar to that suggested by H – and this concludes the steering rack was damaged in the November 2024 accident, I'd expect esure to review this.

I'll make one final point on the steering. H said there were known water ingress problems with the steering rack for Mr F's make and model car. esure hasn't provided any evidence to support this or show this was the problem with Mr F's car. If Mr F shows the steering rack is damaged, and esure wants to rely on the 'water ingress' point to decline this claim, I think it will need to show the damage was caused by water ingress rather than the accident.

Finally, I think Admiral's handling of this was extremely poor and caused Mr F considerable inconvenience. For example:

- Its records show it didn't contact Mr F's repairer for repair quotes until more than a month after the accident.*
- esure received the repairer's quote on or around 19 December 2024, but didn't instruct H to inspect the car until 16 January, almost a month later and over two months after the accident.*
- esure received H's report on 28 January but didn't write to Mr F until 3 April, and this appears to have been prompted by Mr F's email to its Chief Executive.*
- In my opinion, esure didn't do enough to progress the claim between December 2024 and the end of February 2025.*
- It also failed to update Mr F or tell him about its concerns over his repair quote. While I accept its records show it tried to call Mr F on 21 February and again a few days later, I see no reason why it couldn't have emailed him about this.*
- It emailed him on 27 February (acknowledged by Mr F on 5 March) but this was only to say the third party insurer was disputing liability. esure didn't email him about the disputed repair costs until 18 March.*
- It didn't give Mr F a redacted copy of H's report until about three months after he first requested it.*

In fairness, esure's own investigation into the claim accepted much of this and noted internal process failures. I agree that it should compensate Mr F for these failings. It offered him £250. Having considered the level of award made by this service, I don't think this adequately compensates him for the distress and inconvenience he suffered over four months. I think it should pay him £400.

Finally, I understand there might be an issue with Mr F's preferred repairer being able to carry out the repairs. If that's the case, I'd ask the parties to discuss who might carry out the repairs and come to a sensible arrangement about this. If either party objects, I'd ask them to highlight this when they respond to my provisional decision."

Responses to my provisional decision

Mr F said he was pleased with my provisional decision but had more “*issues of concern*”. He said, in summary:

- Replacing the steering rack was an industry safety recommendation rather than the repairer’s comments.
- He wants the car returned to him in its pre-accident condition. This would “*require the replacement/overhaul of many components which will no longer be serviceable (i.e. brakes, batteries, oils/lubricants, wipers, rubbers etc).*”
- He asked me to consider his other expenses: car hire, taxis, car finance payments, tax, and insurance.
- He also asked if he could get an updated quote for repairs given the original quote was now more than 12 months old.
- He wants esure to pay the car’s storage charges of £25 per day since the accident.
- He also asked if these points needed to be arranged directly with esure or via this service.

esure didn’t agree that it should repair the damage to the wheel and didn’t accept my proposed compensation award but said it would be happy to consider any further information Mr F provided about the damage. In addition:

- It provided further comments from its engineer explaining why damage to the wheel was “kerb rash” rather than impact damage.
- The engineer thought the steering rack issue is more likely to be a “*common manufacturer’s fault*”.
- They also suggested Mr F get a dealer report which may necessitate another inspection by esure’s engineer.

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 don’t think esure has provided anything new in its recent response and its engineer has repeated previous comments. I explained in my provisional decision why I thought the damage to the wheel was more likely caused in the accident and was not ‘kerbing’. A key point – which I think esure has continually overlooked – is that Mr F’s car was stationary at impact. So esure hasn’t sent anything to change my mind that the wheel was most likely damaged in the accident.

esure has again said that issues with the steering rack are a known fault with Mr F’s make and model vehicle, but again it hasn’t provided any evidence to support this. I’ll repeat what I said in my provisional decision: if Mr F’s gets a new report which shows the steering rack is damaged, and esure wants to rely on the ‘known water ingress’ point to decline the claim, I think it will need to show the damage was caused by water ingress rather than the accident.

I note Mr F’s point that replacing the steering rack is an industry safety recommendation. But the document he referenced¹ only says replacement should be “*considered*” in certain circumstances, including the replacement of a wheel rim, and this needs “*careful assessment*”. As I said in my provisional decision, I’ve seen no evidence that the steering

¹ Auto Industry Consulting’s ‘Ezi-Methods guidance for steering rack assessment after impact’

rack is damaged, and I don't think the circumstances of the accident automatically suggest that it would be. But I'd expect this to be covered in any further independent assessment of the car's steering.

I think Mr F's request to get an updated quote makes sense and is fair.

I've thought very carefully about his comments about restoring the car to its pre-accident condition and his other costs. A key point throughout the claim is that Mr F chose to use his own repairer rather than esure's own approved repairer. This has several implications. For example, alternative travel costs such as car hire or taxis aren't covered by his policy (section 4, 'Loss or Damage to your car'). But it also means I don't think esure can be held liable for how the vehicle has been stored since the accident, which is obviously outside its control. So I don't agree with Mr F that esure should have to pay for any non-accident damage to make his car roadworthy.

Finally, the storage charges weren't part of Mr F's original complaint to esure or this service. I'd expect esure to honour any agreement it made about these charges, but that's not something I can consider at this time. If there's a dispute about this, Mr F will first need to complain to esure and then, if he remains unhappy, can come back to this service.

For the reasons above, as well as those set out in my provisional decision, I see no reason to change my provisional findings. esure should settle the claim as soon as possible after Mr F provides a new report on the steering rack and an updated quote for the other repairs.

My final decision

My final decision is that I uphold the complaint and order esure Insurance Limited to:

- Settle the claim by paying for the damage to the alloy wheel and tyre, in addition to the front wing and bumper.
- Consider any further evidence Mr F provides about damage to the steering rack.
- Pay Mr F £400 to reflect the inconvenience its handling of the claim caused him. If it has already paid him £250, it can reduce my award by the same amount.

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

Simon Begley
Ombudsman