

The complaint

Miss R complains that esure Insurance Limited trading as Sheilas' Wheels is responsible for further mishandling a claim on a motor insurance policy.

What happened

For the year from mid-August 2023, Miss R had her vehicle insured on a comprehensive policy with esure.

The policy schedule said that Miss R had 19 years no-claims discount ("NCD") which was "protected".

Any claim for damage (except a windscreen claim) was subject to an excess of £500.00.

Unfortunately, Miss R reported to esure that on 11 February 2024 a third party's vehicle had hit her vehicle on a roundabout.

From what Miss R has said, her vehicle remained fit to drive.

By April 2024, Miss R complained to esure that it was responsible for delays with the repairs and the claim against the third party.

By a final response dated 15 May 2024, esure accepted the complaint and offered £150.00 compensation.

By June 2024, Miss R had complained to esure ("the June 2024 complaint") that it still hadn't contacted her or arranged repairs or established liability or paid the compensation.

Miss R brought the June 2024 complaint to us.

Esure, through us, made an offer of settlement, which Miss R declined.

Our investigator recommended (on 5 September 2024) that the June 2024 complaint should be upheld in part. He recommended that esure should:

*"Pay £400 compensation for the continuous delays, lack of communication and stress this has caused since the final response letter in May 2024.
Get in touch with Miss [R] to submit her evidence and establish liability as soon as possible, this should then correct Miss [R's] premium prices if it is incorrect.
Waive the £200 excess (as offered before by esure).
Get in touch with a garage of Miss [R's] choice and pay for the repairs (as offered before by esure).
Arrange a courtesy car if it is included in the policy."*

Neither party asked for an ombudsman to review the June 2024 complaint.

By November 2024, Miss R had complained to esure (“the November 2024 complaint”) that it had paid £400.00 to her credit card instead of her bank account.

By a final response dated 6 December 2024, esure turned down the November 2024 complaint.

Miss R brought the November 2024 complaint to us.

Our investigator didn’t recommend (on 2 March 2025) that the November 2024 complaint should be upheld. Neither party asked for an ombudsman to review that complaint.

Esure settled with the third party with liability split 50/50.

On about 6 June 2025, esure refunded 50% of the £500.00 excess (£250.00) to Miss R. She complained to esure that it hadn’t dealt fairly with the issue of liability for the accident or communicated with her properly (“this complaint”).

By a final response dated 16 June 2025, esure included the following:

*“In the absence of compelling and impartial evidence to support a full defence, we are not in a position to challenge the split liability outcome.
That said, I sincerely apologise for the lack of communication regarding liability.”*

The final response offered to send Miss R £100.00.

On about 24 June 2025, esure mistakenly made a further refund of 50% of the £500.00 excess (£250.00). Later, esure told us that it wasn’t asking Miss R to pay it back.

Miss R asked us to investigate.

Our investigator didn’t recommend (in December 2025) that this complaint should be upheld. He thought that esure reached a fair and reasonable conclusion on liability based on all the information available to it at the time.

The investigator thought that esure’s offer of £100.00, combined with the additional excess payment of £250.00, was fair compensation for the service failings

Miss R disagreed with the investigator’s opinion. She asked for an ombudsman to review this complaint. She says, in summary, that:

- She was not in the wrong lane.
- The damage to her vehicle was consistent with the third party being in the wrong lane.
- There was no damage to the third party’s vehicle.

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.

Scope of this decision

The Financial Conduct Authority's dispute resolution rules are binding on the Financial Ombudsman Service. One such rule is that, if our investigator has given an opinion on a complaint and neither party has asked for an ombudsman to review it, then we cannot re-open that complaint or give a further opinion or decision about it.

Under the rule I've referred to, I can't include any findings in this decision on complaints covered by the investigators' opinions dated 5 September 2024 or 2 March 2025.

For example, one aspect of the June 2024 complaint and the investigator's opinion dated 5 September 2024 was that esure had done nothing in the four months since the final response letter dated 15 May 2024.

This decision

An insurer may make a financial outlay in response to a claim, for example for the cost of repairs. When it has done so, it's common practice for that insurer to record a fault claim against its policyholder unless and until it recovers its outlay in full, typically from a liable third party's insurer.

When both insurers agree to split liability, then each insurer will recover some, but not all, of its outlay. So both insured drivers will have a fault claim against them.

Esure's policy terms included the following:

"We have full discretion in the settlement of your claim or any legal proceedings which may arise and we may take over, defend or settle, or take up the claim in your name for our own benefit. You ... must provide all the information, documentation and help we need to do this."

The effect of that term was that, on a question of how best to deal with a claim from a third party, esure's view would prevail over Miss R's view. That's a common term in motor insurance policies.

Nevertheless I will consider whether esure treated Miss R fairly.

Miss R has said that she had been in the left lane, intending to take the third exit.

From its file, I'm satisfied that esure considered all the available evidence. I've seen that esure considered the nature and location of the damage to Miss R's vehicle.

In the absence of independent witnesses, esure concluded that both Miss R and the third party driver had been in the wrong lane.

So esure decided not to incur the cost and risk of court proceedings. Instead it accepted that liability should be split 50/50 on a without prejudice basis. I accept that this was fair and reasonable in the circumstances. So I don't find it fair and reasonable to direct esure to do any more in regards to its decision on liability.

However, I consider that esure didn't communicate with Miss R as well as it should've done. The impact on her included that she felt she had to spend time chasing for progress and updates.

I keep in mind the nature and duration of that impact. I also keep in mind that esure tried to put things right by offering in its final response to pay Miss R £100.00 and later by waiving its claim for reimbursement of the mistaken second payment of £250.00.

Overall I'm satisfied that esure has done enough to compensate Miss R for its poor communication and the resultant distress and inconvenience. So I don't find it fair and reasonable to direct esure to pay any further compensation.

My final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct esure Insurance Limited trading as Sheilas' Wheels to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 2 March 2026.

Christopher Gilbert

Ombudsman