

The complaint

Mr A complained that esure Insurance Limited (“esure”) caused a delay, and declined to cover all repairs following an accident claim, under his motor insurance policy.

What happened

Mr A was involved in a car accident in mid-November 2024. He contacted esure to make a claim, which it accepted. His car was sent to an approved repairer. It found damage to the front suspension. Mr A said the repairer thought this was related to the claim damage. But esure declined authorisation for these repairs. He said he was offered a cash settlement for the insured repairs, and would have to pay for the suspension damage himself.

Mr A said an engineer called him to explain esure’s decision. He said the engineer was rude and unsympathetic. Mr A explained that dealing with this matter has been stressful and he had to pay for a hire car. He arranged for a main dealer to inspect his car. Mr A said the main dealer thought the suspension damage was likely to be claim related. So, he complained to esure.

esure provided two complaint responses. The first on 8 January 2025 told Mr A that there was evidence showing his suspension had been damaged for some time. This was not covered by his policy. The claim related repairs could not be guaranteed without completion of the suspension repairs. esure explained this is why it offered a cash settlement.

In its final complaint response dated 10 March 2025 esure maintained its position that the suspension damage was unrelated to the claim.

Mr A didn’t think it had treated him fairly and he referred the matter to our service. Our investigator upheld Mr A’s complaint. He thought the evidence from the main dealer supported that suspension damage had originated from the accident. He said that esure should pay the full cost of the repairs, reimburse Mr A’s hire car costs, adding interest to both, and pay him £200 compensation for the distress and inconvenience.

esure didn’t accept our investigator’s findings. It maintained that its engineer had shown there was evidence of pre-existing damage. Our investigator didn’t change his mind so esure asked for an ombudsman to consider the matter.

It has been passed to me to decide.

I issued a provisional decision in December 2025 explaining that I was intending to not uphold Mr A’s complaint. Here’s what I said:

provisional findings

I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint.

Having done so my intention is to not uphold Mr A’s complaint. I’m sorry to disappoint him

but I'll explain why I think my decision is fair.

Mr A's policy provides cover for insured losses. It excludes cover for "wear and tear", which is defined in his policy booklet as, "The wear and tear you'd expect from using your car day to day". When declining to cover the suspension damage, esure referred to this as a wear and tear issue that Mr A is responsible for. It also said the damage may have been caused by a pothole impact. But either way, it didn't think the accident he'd claimed for was responsible for the suspension issues.

I've read the report and associated emails from the repairer esure appointed. An email dated 28 November 2024 said the claim should be cash settled. It referred to Mr A's view that wheel and suspension damage is claim related. But the repairer confirmed the damage to the suspension was due to wear and tear. It was explained that the inner wall edge of both front tyres was bald. The repairer said this indicated the suspension has been an issue for some time – and was not due to the impact reported on 18 November.

I've also read the report provided by an independent engineer esure instructed to inspect the damage. This was arranged in response to Mr A's dispute that all damage was related to his claim. The engineer said the car was originally sent to esure's repairer for repairs to the right-hand front bumper and wing. But he also identified damage to the inside rim on the right-hand front wheel. He said this was the result of the car hitting a pothole. The damage to the suspension was also said to be the result of a pothole impact.

An engineer called Mr A on 7 January 2025. I've listened to the recording of this call. The engineer explained that the car's tracking was out of alignment also that the tyres were worn. He said this showed the tracking had been an issue for some time. The engineer explained that the suspension damage was not claim related. And this is why a cash settlement was being offered.

Based on this information the repairer and independent engineer were clear that damage to the suspension and inner part of the front wheel were not claim related. I've thought about Mr A's comments that the engineer was rude and unsympathetic. But I didn't find this to be the case. The engineer explained the reason the suspension damage wasn't being included and how this had been established as being separate from the claim. I think he came across as polite. I understand that Mr A believed the suspension damage was caused by the accident. But the evidence indicates otherwise.

I note Mr A's recollection of a phone call he had with the repairer. He said it was clear from what was discussed that the repairer thought the suspension damage was caused by the accident. We asked esure if it could provide a recording of this call. It confirmed that its repairer did not have a recording to provide.

I've read the report Mr A obtained from the main dealer garage. I've also watched the 'vehicle health check' video that was recorded by this garage. The report highlighted the wheel rim damage and the suspension damage. It doesn't confirm how this was thought to have been caused. The video shows the rim and suspension damage, but again there is no comment from the technician on the likely cause of this.

I can see that Mr A asked for clarification of the cause of the suspension and wheel damage from the main dealer. He has provided an email he received from a service adviser. The adviser said she had spoken to the engineer. And the engineer thought it was "highly likely" that the suspension damage was the result of the accident impact rather than wear and tear. I acknowledge the adviser's comments. But there is no mention of the likely cause of the damage in the engineer's report or video. From the adviser's comments the engineer didn't mention the wheel rim damage or how this had occurred.

I've thought carefully about this evidence. Having done so I find esure's evidence more persuasive. It has explained how the uneven wear, and the wear showing on the inside of the front tyres is indicative of a suspension issue. It explained that this happens over time. This means there was a problem with the suspension for some time before Mr A was involved in the accident.

The email from the service adviser at the main dealer doesn't provide an explanation of how this wear occurred. In its submissions esure refers to its engineer's comments that the claim damage was caused by a glancing impact that could not have caused the suspension issue. Based on this information I'm not persuaded the damage to the inside of the wheel rim or suspension was caused by the accident. As explained, this is more likely the result of Mr A driving over a pothole. He may want to make a separate claim about this. But I can't reasonably agree that these repairs should be covered under this claim.

Mr A hired a car after his car was damaged prior to esure's inspection. He has referred to the cost of this within his complaint. I can see that his policy provides for a courtesy car whilst his car is being repaired by a recommended repairer. From the records a car was provided whilst his car was with the repairer. There was a delay caused by esure not responding to the repairer about the non-claim related damage. But the claim records show a courtesy car was available until the decision was made to cash settle. So, I can't see that Mr A was treated unfairly here.

Having considered all of this I don't think esure treated Mr A unfairly when it relied on its policy terms and conditions and offered to cash settle his claim. I don't think he was spoken to rudely, and there is no provision for the hire car he paid for under his policy cover. So, I can't reasonably ask esure to do anymore.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

esure didn't respond with any further comments or information for me to consider.

Mr A responded to say that he accepts his use of the word "rude" when describing the engineer was "unfortunate". He said "inconsiderate or unsympathetic" is more appropriate. Mr A said he told the engineer he was a busy professional and arranging repairs himself would impact on his work. He said he received no understanding from the engineer who did not appreciate the difficulty this situation had caused him.

Mr A said the engineer's matter of fact tone was continued in the emails he received. He said he only received an apology for delays in the repairs after he asked for one. Overall he felt that he was treated in an inconsiderate and dismissive manner.

In his response Mr A said that he was surprised that I hadn't asked for his comments on some of the information obtained from esure. He said this would have allowed him to address and counter the claims it provided. However, he said he was unable to provide a 'key' email esure's repairer sent to him as it was recalled before he could read or copy it.

Mr A said he did not take his car to the main dealer of his own volition. He did this because esure gave him no choice. He said his car was left on his driveway for him to take to the garage. He described how no assistance was given despite the car being damaged and arguably unsafe to drive.

In his response Mr A said the main dealer knows his car well having serviced it. He said it was clear that both the internal and external damage was caused by the collision. Had there

been suspension damage in place for some time, he said the main dealer will have highlighted the problem earlier.

Mr A referred to my comments that the main dealer engineer hadn't mentioned the cause of the wheel rim damage. He said this isn't accurate. He referred to the service adviser's comments that the engineer didn't believe wear and tear was a significant factor in this case.

Mr A explained that the main dealer has more knowledge of his car having serviced it. This means that the opinion it provided must hold more weight. Mr A said that when he provided this evidence from the main dealer, esure continued to seek engineering reports that supported its decline decision. He said that insurance companies should not behave in this way.

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.

Having done so I'm not persuaded to change the outcome set out in my provisional decision. I'm sorry that Mr A is unhappy. But, having considered what he's said, I'm satisfied that my original findings are fair.

I acknowledge that Mr A found himself in a difficult situation. He explained that he is a busy professional and did not have the time to arrange for repairs or further investigations of the damage to his car. So, when he was informed that esure was going to cash settle his claim, this caused him some distress. I'm sorry this was the case. But it was explained to Mr A that the claim damage could not be completed by its garage whilst there was pre-existing suspension damage. This was not thought to be claim related and so not covered by Mr A's policy.

I explained in my provisional decision that I'd listened to the call between Mr A and esure's engineer. I found the tone the engineer used to be polite. I think he came across as friendly. The engineer explained why a cash settlement had to be provided. I accept that Mr A didn't want this. But esure's policy terms allow it to settle a claim in this way. In these circumstances as pre-existing damage had been identified I don't think the decision to cash settle was unreasonable. esure wasn't prepared to arrange the repairs as Mr A wanted. So, the engineer relayed this information correctly.

I've re-reviewed the emails Mr A received. But I'm not persuaded that the tone was inconsiderate. I found the communication clear and polite.

With regards to Mr A's concern about him commenting on evidence from esure. This evidence was set out in my provisional decision. This allowed him to understand what had informed my decision and gave him the opportunity to dispute it. This is what I am considering here. So, I don't think Mr A has been disadvantaged.

I note Mr A's reference to an email that was recalled. But I have had sight of all the engineer reports and emails relating to his claim. There is no further evidence for me to consider here.

I'm sorry Mr A found it distressing when his car was returned to his driveway. This meant it was for him to arrange an inspection by the main dealer. But esure was satisfied from its own inspections that the car had pre-existing suspension damage. This is why it had confirmed it intended on cash settling the claim.

It's for the policy holder to show that they have suffered an insured loss. In these

circumstances this meant it was for Mr A to provide evidence to show the suspension damage wasn't pre-existing. I can understand this caused difficulties for him. But I don't think he's shown that esure treated him unfairly.

I acknowledge Mr A's comments that the main dealer had serviced his car and was aware of its condition. But there is very clear evidence of a pre-existing issue with damaged front suspension. This is shown by the significant and uneven wear on the front tyres of Mr A's car. The significance of this was highlighted by esure's engineers. The main dealer's engineer didn't refer to the dent on the inside of the off-side front wheel. He also didn't comment on the cause of the suspension damage. This was the case in both his written report and the video provided.

In my provisional decision I acknowledged the email provided by the main dealer's service adviser. The adviser said they had spoken with the engineer. But it remains there is no official record of the cause of the suspension damage in the engineer's report. Additionally, the engineer has given no explanation for the uneven wear on the front tyres. I found esure's engineer's responses persuasive that the tyre wear was an indication of suspension damage. This meant it had been in place for some time, and wasn't caused by the collision.

I don't think it was unreasonable for esure to seek engineering opinions on the cause of the suspension damage. I acknowledge Mr A's view that esure treated him unfairly and was looking to decline his claim. But all insurers validate the claims they receive. This isn't limited to esure. It's reasonable for claims to be investigated and if supported by the evidence the claim, or part of it, can be declined.

I don't agree with Mr A's view that the information from the main dealer holds more weight here. The evidence that indicates a pre-existing suspension issue is persuasive.

In summary, although I'm sorry to disappoint Mr A, I'm satisfied having considered his further comments that the outcome set out in my provisional decision was fair and reasonable.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 16 February 2026.

Mike Waldron
Ombudsman