

## The complaint

Mr R complains that esure Insurance Limited sold his car without consulting him, after he made a claim on his car insurance policy. He has also complained about the handling of his belongings, his hire car provision and the service he received from esure during this process.

## What happened

The facts of the case are well-known to both parties, so I do not intend to repeat them in detail here.

To summarise: In April 2025, Mr R's vehicle was involved in an accident, and he claimed on his car insurance policy. esure asked Mr R to take his car into a designated garage so they could assess the damage, and Mr R did so. The salvage agent deemed the car uneconomical to repair, and esure recorded it as a total loss and settled the claim by paying Mr R the car's market value. Mr R advised esure that he wanted to retain the salvage on 15 May 2025, but the car was sold at auction on 27 May 2025.

Mr R complained to esure about:

- The fact that the salvage agent sold the car after he told esure he wanted to keep the salvage.
- There were numerous items related to his carpet cleaning business that he wanted to recover from his car. He was unhappy that the salvage agent would not deliver the items by hand, or via recorded delivery with an exact time. He is also unhappy he has not been provided with a written inventory of the recovered items.
- esure's decision to not extend his hire car. He had requested a refund for the out-of-pocket expenses he incurred for extra days of hire after esure stopped paying for it.
- His experience of dropped calls, delays and callbacks not happening as requested when trying to resolve the above issues.

esure have partially upheld Mr R's complaint and offered him a total of £350 compensation - £250 to compensate for selling the car and £100 for the other issues with the handling of the claim. Mr R was unhappy with this figure and complained to our Service.

An Investigator gave the opinion that esure's offer of compensation was too low and thought that an additional £250 compensation was appropriate. Mr R disagreed with this additional amount and has requested an Ombudsman's decision.

## What I provisionally decided

### Selling the car

*esure accepts that they should have allowed Mr R to retain the car at his request and has said they'll pay Mr R £250 in compensation for this. The issue for me to decide is whether this is fair compensation. But I don't think this reflects the loss Mr R has experienced.*

Mr R has said that esure selling his car has caused him considerable stress, for which he has my sympathies. By losing the opportunity to retain this car, Mr R has been deprived of the option to complete his own repairs to get the car back on the road, and given the age and market value of the car, it is not unreasonable to decide that this loss has had a large impact on Mr R. It was unlikely that Mr R would have been able to readily replace his car with a similar replacement due to its significant age and mileage – coupled with its poor condition. This means esure have potentially prevented Mr R from getting back on the road within typical timeframes for a claim of this type. This loss is compounded by the fact that Mr R relies on this car to get to and from his place of work with his tools.

#### Items not returned

The salvage agent offered to return Mr R's items by courier. Mr R was unhappy with this offer and requested a recorded delivery with an exact time, or a hand delivery. Courier delivery is an acceptable method of returning items. Mr R has highlighted the difficulty caused by being deprived of his items while the agent had the vehicle, but I note that he had the opportunity to remove these items from the car before he dropped it off at the designated garage, and he had the opportunity to accept a courier return of the items. The difficulties Mr R experienced in this specific area are in line with those expected of anyone making a claim on their car insurance after being involved in an accident. And esure's proposal for how to return the items to him was reasonable. Therefore, while I sympathise with his difficulties, I cannot conclude that esure have acted unreasonably regarding this point.

#### Hire car

Mr R is unhappy that he had to pay to continue using the hire car after esure stopped paying for it. To establish whether esure have acted fairly and reasonably, I've first reviewed Mr R's policy booklet to see whether he received the hire car provision he was entitled to. The policy booklet states:

"If you make a claim and we decide that your car is a total loss or it's been stolen and not recovered, we will provide a hire car by the end of the next working day, for a period of up to 21 days."

Mr R's car was deemed a total loss on 12 May 2025. Payment was initially raised by cheque on 14 May 2025. On Mr R's request that was cancelled and a BACS payment was raised on 19 May 2025. esure would have been entitled to revoke the hire car at that point under the terms of the policy, though I note they kept extending the hire car until 30 May 2025.

However, this is not the full picture. Mr R was only in this situation because esure had sold his car against his wishes. Due to the age and condition of Mr R's car, it is reasonable to conclude that he would need additional time to find a suitable replacement. Also, it's clear that Mr R needed a car during this time, as he relied on his car for work. So I think that this additional cost Mr R incurred is a direct result from esure unfairly disposing of his car. It follows, therefore, that I think esure should refund the amount Mr R paid to hire the car in this time – subject to Mr R providing proof he paid for this.

#### Customer experience

Mr R has reported a poor experience at several stages of handling this claim. I will not restate every detail of this journey but broadly speaking I agree that there were several instances where esure contributed to Mr R's poor experience. The compensation that esure offered for these errors amounted to £100. I think this is fair compensation, so I am not requiring esure to increase this figure or take any additional action.

esure did not respond to my provisional decision.

Mr R responded to my provisional decision and asked me to consider the fact that he was not provided with a full inventory of items that were removed from the car, or confirmation of items that were disposed of, and the impact of this is that he has been unable to quantify the value of any property he has lost.

### **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 neither party has provided anything materially new in response to my provisional decision, I see no reason to reach a different conclusion to the one I set out above.

I note Mr R has said esure has never given him an inventory of what possessions were in his car. But it didn't need to do so. It has offered to return them to Mr R. And my understanding is that the salvage agent has retained the property recovered from his car and they are still willing to facilitate delivery via the methods I outlined above. It remains for Mr R to request delivery or arrange to collect his items directly with esure and/or the salvage agent. He can then establish if any items are missing.

### **My final decision**

For the reasons I stated above, I am upholding this complaint. esure Insurance Limited is required to:

- Pay Mr R the cost of the additional hire car days he paid for himself. This does not include any parking or citation fees incurred during this period. esure should also pay 8% simple interest on this cost, dated back from the date that Mr R paid for the additional hire car days to the settlement date or the deadline date, whichever is earlier.
- If esure thinks that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr R how much it's taken off. It should also give him a tax deduction certificate if he asks for one, so he can reclaim the tax if appropriate.

Pay Mr R an additional £550 compensation, for the stress and disruption incurred by selling his car against his wishes, and the associated distress and inconvenience if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 21 April 2026.

Joshua Clement  
**Ombudsman**