

complaint

Mr D's complaint is in respect of a claim and repairs carried out under his esure Insurance Limited car insurance policy.

background

Mr D was involved in an accident on 15 March 2014. He made a claim under his policy and repairs were carried out. When Mr D went to collect his vehicle he raised an issue with the paint job carried out to the repaired area. This was rectified so Mr D agreed to take the vehicle back.

When his vehicle was returned Mr D raised an issue about the steering, saying there was a knocking noise when he turned. He believed that the problem was either caused in the accident or by the garage when it was doing the repairs.

esure arranged for Mr D's vehicle to be taken back to the garage that carried out the repairs and inspected by a manufacturer's dealership. The manufacturer's dealership advised that the problem was linked to the engine pulley and that this was not a steering issue.

Mr D took the vehicle back again around 30 May 2014, advising that he would commission his own report. On 3 June 2014 Mr D was involved in a second incident. He said that his wheels jammed as he attempted to steer and this caused the crash.

Mr D believes that the damage sustained in the first accident wasn't dealt with by esure and its approved repairers, thus causing the second accident.

When he reported the second accident he raised concerns he had after checking the dealership report again. Mr D said that the chassis number and mileage were wrong on the manufacturer's dealership report. So he thought that the report was for a different vehicle or that there has been a mix up at the manufacturer's dealership. Mr D is unhappy because he does not believe that these concerns have been addressed by esure.

Mr D has is also unhappy about esure's handling of his second incident. He says that esure hasn't discussed the matter with him, that it failed to call him back when agreed and didn't discuss the personal injury that he suffered in the incident.

The adjudicator thought the complaint should be upheld in part. He was satisfied that esure had arranged for the vehicle to be inspected by independent experts, namely the manufacturer's dealership. He said that Mr D had raised a legitimate concern but believed on balance that the esure was acting on an expert's report and therefore it was reasonable for it to say this was not damage related to the initial accident.

The part of the complaint that the adjudicator did agree with related to the customer service Mr D had received. He said esure hadn't shown it had addressed Mr D's concerns about the report. It also didn't respond to Mr D's complaint that esure failed to call him back as agreed. Finally there was nothing on the file to indicate it had discussed the personal injury process with Mr D and his prospects of making a successful claim.

The adjudicator recommended that esure pay Mr D £100 in respect of the distress and frustration that its service has caused Mr D. esure agreed to put that offer forward and Mr D was notified of this proposal. However, he did not accept the offer and disagreed with the

adjudicator's finding that esure was entitled to rely on the report it obtained from the dealership.

As Mr D did not agree the complaint has been passed to me to issue a final decision.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

In respect of the repairs and the manufacturer's dealership report, Mr D has expressed his concern that the report contained inaccuracies, namely the VIN number and the mileage. He said that had he supplied incorrect information to esure when taking out his policy he would have faced having his cover voided. He doesn't believe it's fair that esure and its agents can provide incorrect information.

I can appreciate Mr D's strength of feeling and clearly the manufacturer's dealership report shouldn't have contained the mistakes it did. However, I must look at whether those mistakes mean that esure shouldn't have relied on the report.

I have given this aspect of Mr D's complaint very careful consideration but I cannot see how these errors affected the substance of the report. The vehicle make, model and registration are correct. So I agree with the adjudicator that Mr D's vehicle has been independently assessed by the manufacturer's dealership. I consider that the dealership had the necessary expertise to decide whether the problem was connected to the first accident. It follows that I am satisfied that esure was entitled to rely on the findings in that report, despite the fact that it got the chassis number and mileage wrong..

Mr D also disagreed with the adjudicator's findings in respect of the location of the knocking noise, which he said had been reported as coming from a rear wheel, whereas the initial incident had caused damage to the front of the vehicle. This is what had been recorded in the file. However, unlike the adjudicator, I have had the benefit of listening to the call recording in which the knocking noise is discussed with esure's senior engineer. In that call, Mr D says that it is a steering noise but makes no reference to a wheel or suggests that it comes from the rear of the vehicle.

As for the customer service element of Mr D's complaint, esure has accepted that there were failings. As such, it is my role to assess whether this caused Mr D any undue distress, inconvenience or frustration.

In the circumstances I find that it has. As Mr D's insurer, esure should have been willing to discuss whether he might have a personal injury claim. Further, it clearly should have addressed Mr D's concerns in respect of the mistakes in the manufacturer's dealership report. These gave Mr D a cause for concern which esure should have addressed. Finally, it is obviously poor service not to call Mr D back when he had asked that someone should do so. I accept Mr D suffered real upset over the quality of the service esure provided. Taking into account the fact that most of the upset Mr D suffered was as a result of the accidents themselves and the inevitable distress and inconvenience they caused, I have come to the conclusion that £100 properly compensates Mr D for this aspect of the handling of his claim.

my final decision

My final decision is that I uphold this complaint. I require esure Insurance Limited to pay Mr D £100 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr D to accept or reject my decision before 26 May 2015.

Melanie McDonald
ombudsman