

The complaint

Miss M complains about incomplete repairs and the lack of a hire car from esure Insurance Limited (esure) following an accident claim she made, under her motor insurance policy.

What happened

Miss M was involved in a car accident. She says the other driver was at fault. esure arranged for the repairs to her car. However, after the repairs both near-side tyres were losing pressure. Miss M says this was caused by the collision and asked esure to complete the repairs, but it declined to do so. She says esure also failed to provide a hire car as promised.

In its complaint response esure says the hire company should deal with the complaint about the hire car. It says this company is a separate entity from esure and Miss M's concerns have been forwarded on for it to respond.

With respect to the tyre pressure issue esure says this matter was reviewed by a senior engineer. The engineer didn't think the nearside tyres were affected by the collision. It says this caused only minor damage to the rear offside of Miss M's car. esure said no further repairs would be carried out.

Miss M felt she'd been treated unfairly and referred the matter to our service. Our investigator upheld her complaint in part. He says the hire car provision should be dealt with by the company responsible, not esure. He asked esure for its engineer's report so he could consider if this supported its decision not to cover repairs to the nearside tyres. As esure didn't respond, he wasn't satisfied it'd shown the tyre issues were unrelated to the accident.

Our investigator says Miss M's tyres should be repaired as part of her claim. He says esure should also pay £150 compensation to Miss M for the trouble and upset it caused her.

Miss M accepted our investigator's findings. esure didn't respond. So, it's been passed to me to provide a final decision.

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've decided to uphold Miss M's complaint in part. Let me explain.

Miss M's policy covers her for damage to her car. The policy terms say esure will pay to either repair or replace what's been damaged – depending on what's more cost effective. In this case it was the rear off-side section of Miss M's car that was damaged and needed repairing. esure arranged for these repairs. There's no dispute from Miss M about this or about the quality of these repairs.

Under Miss M's policy, as it had accepted her claim, esure must arrange for repairs of all damage caused by the accident. But I can see from its complaint response that it didn't think

the tyre damage had resulted from the accident. It says this damage is on the opposite side of the car from the collision damage.

I'm not a motor engineer, so I must rely on the expert opinion of those who are. However, despite our investigator requesting further information from esure, no evidence has been provided to support its argument. Because of this I can't say with certainty that the tyre damage wasn't caused by the collision.

In these circumstances I agree with our investigator that esure should include the damaged tyres as part of Miss M's claim.

I've thought about Miss M's comment that a hire car wasn't provided when promised. She says this caused her inconvenience and some distress. I can see from her policy terms and conditions that esure provides for a courtesy car where repairs are being carried out.

If esure didn't provide a courtesy car in line with the policy terms – it's ultimately responsible for this. And it should deal with this point as part of the complaint Miss M raised.

However, the indication from the information provided is that Miss M used a credit hire service, as opposed to esure providing a courtesy car. These services are usually offered where there is a non-fault claim. The customer can benefit from a like-for-like hire vehicle and won't need to pay their policy excess charges upfront. The credit hire company will then recover its costs from the at-fault party's insurer. It's important to note that a credit hire company provides its services separately to the insurance company dealing with the accident claim.

I asked esure to confirm if a replacement car was provided as a courtesy car or on a credit hire basis. It didn't respond. I also asked Miss M if she could provide some clarity on this point. She provided some of the documentation she received from the company that supplied her with a hire car. From this I'm satisfied that it wasn't esure who provided a courtesy car. Rather Miss M used a credit hire company for this purpose. So, I agree with esure that she should contact this company directly to complain about the service it provided.

Having considered all of this I don't think esure treated Miss M fairly when declining to deal with her damaged tyres as part of her claim. It should now arrange to do so. Miss M describes how she was caused distress and some inconvenience when trying to deal with this matter. In these circumstances, to acknowledge the impact this had, I think it's fair that esure pays her £150 compensation.

My final decision

My final decision is that I uphold this complaint in part. esure Insurance Limited should:

- deal with the tyre damage under Miss M's claim; and
- pay £150 compensation for the distress and inconvenience it caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 13 October 2023.

Mike Waldron
Ombudsman