

## **The complaint**

Mr V complains about esure Insurance Limited's ("esure") handling of his claim under his car insurance policy.

## **What happened**

Mr V made a claim to esure following the theft of his car. His car was then recovered and delivered to a garage to assess. Mr V complained as he felt things were taking too long, he wasn't being kept updated and he wasn't given a courtesy car.

Esure responded and upheld the complaint. They accepted they didn't inform Mr V when they appointed their garage to assess the damage to Mr V's car and also didn't log Mr V's complaint when this was originally made. They also accepted their engineer didn't raise a complaint when Mr V raised concerns about a lack of progress. Esure said nothing then happened for eight days before their engineer arranged an independent inspection of Mr V's car. The independent inspection didn't then take place until around a month later – which esure agreed was outside their service level. They said, at the point of writing the complaint response, they still hadn't received the report following the inspection. Esure accepted there hadn't been ongoing management of the claim or updates sent to Mr V. Esure said, in recognition of their errors and for not providing Mr V with a courtesy car, they'd waived the £500 excess payable by Mr V. Mr V responded to say he didn't feel the redress offered was reasonable and esure then paid an additional £250 as compensation.

Our investigator looked into things for Mr V. She agreed esure had made errors and thought their total offer of £750 was fair. Mr V disagreed so the matter has come to me for a 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 esure's offer is a fair way to resolve matters. I understand Mr V will be disappointed by this but I'll explain why I have made this decision.

I think it's important to make clear my decision only focuses on the complaints addressed by esure in their complaint response dated 24 May 2023. I can see there have been further developments and concerns raised by Mr V. I understand there has been further delay, and Mr V has explained by end of July 2023, no repairs had still been carried out and esure hadn't provided any updates.

Mr V also explains esure have now made a decision to write off his car and he has been chased by the company who provided a courtesy car to say there's an outstanding balance which hasn't been paid by esure. These additional complaints will need to be raised with esure to allow them an opportunity to address these in the first instance before our service is able to look into these.

Firstly, I've looked at the service given to Mr V. My role requires me to say how a complaint should be settled quickly and with minimal formality and so I'll focus on what I consider to be the crux of the complaint and the main areas of dispute. The key facts about the complaint aren't in dispute. Esure accept they got things wrong by taking too long to deal with the claim, not keeping Mr V updated, and the delay in arranging a courtesy car. The only issue I have to decide is whether their offer of £750 is fair and reasonable in the circumstances.

I think it's right that esure should compensate Mr V for the upset, frustration and inconvenience caused. To help decide what a fair and reasonable level of compensation should be, I've looked at the errors by esure and the impact it has had.

Esure don't dispute there's been delay in progressing the claim. Mr V's car was stolen on 24 March, which Mr V reported to esure the same day. Mr V's car was recovered the same day but was damaged. So, esure set about arranging for Mr V's car to be assessed. Mr V's car was collected a few days later and delivered to a garage to assess – and I can see Mr V was given an assurance his car would be looked at as soon as possible. An estimate is then sent to esure in early April. Around mid-April it appears esure are made aware the damage would need to be investigated by a specialist and instructions are then sent to another agent. I can't see any progress is then made until the agent inspects Mr V's car on 9 May and, at the point esure send their complaint response, they're still waiting for the agent's report. Esure then authorise repairs on 26 May.

It's clear from emails and phone calls between Mr V and esure that Mr V is very upset and frustrated about the delay and about not being kept updated – and he's inconvenienced in having to chase to find out what's happening. The policy schedule shows Mr V's car is the only car in his household, so I acknowledge why the delay caused significant frustration and inconvenience to Mr V. Generally, where a car is being repaired, and subject to the policy terms and conditions, an insurer will arrange a courtesy car to try to minimise any impact to a customer. But, in this case, it appears there was some confusion around whether the garage would be arranging this. In any event, I can see esure did then make arrangements for Mr V to receive a courtesy car around nine weeks into the claim – with him receiving one around a week later. So, I accept Mr V's points that this caused significant inconvenience and disruption.

Given the claim circumstances, I can see an excess of £500 is payable by Mr V. So, esure's offer to waive this acts as compensation of £500. So, the additional payment of £250 – which Mr V confirms he has received – brings the total compensation to £750. Taking this all into account, I agree there has been considerable upset and frustration caused to Mr V together with significant inconvenience by not receiving a courtesy car for around 10 weeks. It's clear things weren't being progressed as quickly as they should've been and, while this caused upset and frustration, the lack of updates compounded the impact on Mr V. So, taking into consideration the impact on Mr V and the duration of this, I think esure's offer of £750 is fair and reasonable in the circumstances.

I note Mr V complains esure sent him £200 for his personal belongings despite him valuing these at £1,000. I can see Mr V's policy schedule sets out the limits on what esure will pay for different types of claims. The policy limit for personal belongings is £200, so I can't say esure have acted unfairly here as they've paid the maximum allowed under the policy.

I understand Mr V will be disappointed, and I do acknowledge why he's frustrated at the length of time it took for esure to progress his claim. I wish to reassure Mr V I've read and considered everything he has sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

**My final decision**

Esure Insurance Limited have already made an offer of £750 compensation to settle the complaint, and I think this offer is fair in all the circumstances. So, I won't be asking Esure Insurance Limited to take any further steps.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 20 September 2023.

Paviter Dhaddy  
**Ombudsman**