

The complaint

Mr A complains about how esure Insurance Limited trading as Sheilas' Wheels (SW) dealt with his motor insurance policy claim after a road traffic accident that wasn't his fault.

What happened

In June 2022 Mr A said he was involved in a road traffic accident that wasn't his fault. He made a claim against his motor insurance policy with SW for the damage. Mr A said his car was hit when a third-party driver pulled out of a side road. Mr A said there was damage to the driver's side caused when the third-party driver hit his car. And there was damage to the passenger side as the impact pushed his car into a bollard. Mr A said the accident also caused further damage as there was a noise from the car's engine immediately after the accident.

Mr A said SW didn't accept the engine noise and damage to the passenger side of his car was accident related. He complained to SW.

SW said they had relied on expert opinion in determining the damage to Mr A's car. The report found the damage to the passenger side and engine noise weren't accident related. SW said that as Mr A wasn't at fault for the accident, they would look to recover any accident related costs from the third-party insurer (TPI). SW told Mr A if he'd an independent report that the damage was accident related, they would review his claim and also consider the cost of the independent report.

Mr A wasn't happy with SW's response, he said he'd been hit at high speed, and pushed into the bollard. The impact had caused damage to the passenger side of his car as well as brake, wheel and suspension damage. He referred his complaint to us.

Our investigator said SW had acted fairly and reasonably in relying on the expert opinion of the engineers in determining the settlement of Mr A's claim.

Mr A disagreed, he said SW hadn't considered reports that showed the damage was accident related. And they hadn't reimbursed him for his battery after they said they would. Mr A said he'd had to sell his car at a much lower value because of the damage. He asked for an ombudsman to decide.

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.

Firstly, we're not engineers and we do not assess whether or how damage to a car has been caused, as this is a matter for the experts, insurance companies and engineers. Our role is to determine whether an insurer has considered all the available evidence and can justify the decision not to pay for additional repairs or inspections.

It's accepted that Mr A didn't cause the accident, but even when the TPI is paying the bill, his insurer, SW would still have a responsibility to mitigate costs as the TPI wouldn't pay for any damage that wasn't related to the accident. So, in reaching my decision I've considered whether SW has acted fairly and reasonably in their actions with Mr A.

The evidence needed by the insurer that shows the damage is related to the incident will vary from case to case. But often we'd expect to see a report from an engineer, photos of the damage and any witness reports. This evidence should be considered against the consumer's account of what happened and the damage they said was caused by the incident.

I can see Mr A first notified SW about his accident through their online portal. And answered the question, "*What's the damage to your car*" by saying, "*There is damage to the driver's side of my car, both doors and the bottom panel*". I can also see that the photographs provided showed only damage to the drivers side of Mr A's car, and the other driver's car. I haven't seen any photographs or mention of the damage to the passenger door given at the first notification of the accident.

Mr A's later testimony said that his car had been hit at high speed pushing him onto the bollards which caused the passenger side damage. From Mr A's description to SW as to where the accident took place, they considered the bollards were some distance away. And the circumstances of the accident weren't consistent with Mr A's car being pushed onto the bollards. I can also see SW checked the testimony of the other driver, which said on pulling out of a side road they'd collided with the driver's side of Mr A's car. There wasn't any recollection of a collision with bollards and damage being done to any other part of Mr A's car.

On balance I think it's unlikely that Mr A wouldn't have been aware of the damage to his car if he'd hit the bollards. And if this had been the case, he would have reported it at the first notification of the accident. But he didn't.

The engineer's report showed the damage was to the driver's side of Mr A's car, as was the direction of impact. A diagnostic report was done for the engine noise and this was thought to be the tensioners and auxiliary belt as these were dry and more likely a wear and tear issue rather than accident related. The report also shows the brakes were checked and although there was some wear and tear, no accident related issues were identified.

I can see that SW suggested Mr A could take his car to a dealer for further diagnosis. And if found to be accident related SW said they would consider this and the cost of the report. I can't see that Mr A took this option.

Mr A has said his car was beyond economical repair and should have been written off. But the policy terms of his insurance with SW say:

"We will decide which method we use to settle your claim."

So, it would be for the insurer to decide whether a damaged car can be or is worth repairing. And in this case SW decided that it was. I can't say they acted unfairly or unreasonably in making this decision as the repair costs appeared to be relatively minor.

Mr A said SW had agreed to replace the battery for his car and haven't. I can see Mr A told SW he was having trouble starting his car and they suggested he try to jump start it. But if this wasn't successful and he provided the receipt for the replacement battery, £215 they would look to reimburse him. I haven't seen any evidence to show Mr A provided the requested receipt.

So, I'm satisfied SW in reaching the settlement for Mr A's claim has fairly and reasonably relied on the evidence of the garage report, a senior engineer review and by checking the testimony of the other party involved.

My final decision

I don't 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 31 August 2023.

Anne Scarr
Ombudsman