

The complaint

Ms J and Mr J complain that they got poor service and less favourable treatment from esure Insurance Limited when they claimed on their motor insurance policy.

What happened

Ms J made the claim when she had an accident in 2022 that caused minor damage to her car. When it went in for repair, she expected a wheelchair-accessible replacement vehicle to be provided, as it was needed to transport her disabled young son. Ms J says when she bought the policy she was told one would be provided, and that she'd paid extra for a hire car similar to her own modified vehicle.

Initially, Ms J accepted a standard courtesy car from esure's approved repairer, on the basis that it knew she needed her car back within a five-day period, as it had promised. But the car wasn't returned for seven days, so her son missed a hospital appointment. And there was still a problem with the car's sliding door.

The garage said it would collect the car to carry out rectification, but on the due date (13 December 2022) it said it would instruct a mobile repairer to do the repairs at Mr J and Ms J's home. After waiting for a week without any progress, Ms J complained to the garage, and it arranged to collect the car on 9 January 2023. The car was returned five days after that, but the garage didn't arrange for a suitable replacement vehicle during that time. And the car's sliding door problem still wasn't resolved.

The garage then said the car should go to a dealership garage, but before that was arranged, on 1 February 2023 the sliding door opened whilst Ms J was driving. She said she wouldn't drive the car again until the door was properly repaired and that in the meantime, she and Mr J needed a wheelchair-accessible vehicle. esure's garage collected the car a few days later and took it to a dealership garage two days after that. A suitable replacement vehicle was provided after a further week and the dealership garage completed the repairs.

Ms J complained to esure about its garage's poor service as well as about the accessibility issue, and she said repairing the minor damage to the car had taken far too long. esure agreed that the claim could have been handled better and offered £150 compensation. It said Mr J and Ms J were only entitled to a standard courtesy car, but that it was happy to pay for a suitable modified vehicle if one was available. esure later increased the compensation to £300. Ms J told us she didn't think esure had considered the fact that she and Mr J had been treated less favourably by association, given their son's disability. She didn't think it had understood the impact on them of everything that had happened.

One of our investigators reviewed Mr J and Ms J's complaint. She accepted that although they'd paid extra for a wheelchair-accessible hire car, that cover only applied should their car be written-off or stolen. But she thought esure had provided poor service during the claims process and hadn't noted the full impact of that on them and their disabled son. So she thought it should increase the compensation by a further £200. As esure disagreed, the complaint was passed to me for review.

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.

The relevant law in this case is the Equality Act 2010 ('the Act') so I've taken it into account. We can't say whether the Act has been breached, as that's the role of a court. My decision is based on what I think is fair and reasonable, taking into account the law and all the available evidence.

Under the policy, there was no entitlement to a like for like vehicle whilst Mr J and Ms J's car was being repaired. But I have no reason to doubt that when Ms J bought the policy, esure told her she'd get a suitable vehicle during repairs. That was very important to the family, and esure knew it was insuring a car that had been adapted to allow wheelchair access. I think it had a duty to plan ahead and to make reasonable adjustments. I think that would have been a fair and reasonable way for esure and its garage to have acted, but in the end a suitable vehicle was only provided to cover part of the third repair attempt.

esure was responsible for its garage's actions, and I think it should have made the garage aware from the outset of Mr J and Ms J's family's situation. It seems that didn't happen – or that the garage ignored esure's instructions. The car wasn't booked in for repairs for over a month after the accident, so I think the garage had ample time to arrange for a suitable vehicle to be available. As it didn't, Ms J had a standard courtesy car, but she made it clear that it was vital to her son's welfare to have her car back by the fifth day of the repairs. I think it was very poor service for the garage not to reply to her email, not to return the car as soon as it was ready (which was before that deadline) and not to make any reasonable adjustments.

When the car had to go to esure's garage for the second time, Mr J and Ms J were entitled to expect prompt and efficient service. I think it was even more important for an accessible vehicle to be provided on that occasion, as they were being inconvenienced purely because of the garage's previous poor repairs. The garage had ample notice again – it knew rectification was needed by late November 2022, and the car didn't go back to it until 9 January 2023. I can't see that it tried to make reasonable adjustments, nor did it consider the impact of its actions on a vulnerable family. In fact, Ms J says it was openly unsympathetic to their situation. As the sliding door malfunctioned after the second repair attempt, I think it was reasonable for Ms J to consider it to be unsafe to drive. I think she was entitled to expect a suitable replacement vehicle to be provided within a couple of days at the most. But there was a delay in esure's garage collecting the car and a further delay before it was taken to the dealership garage. By the time an accessible vehicle was

provided, I think the family had been inconvenienced significantly. And over four months elapsed before the minor repairs were fully completed.

I don't think esure appreciated the full extent of the poor service from it and from the garage, or the impact of that on Mr J, Ms J and their son. Every day on which they were without a suitable vehicle, their son couldn't travel at all. I don't think esure understood how hard that was for the family.

Mr J and Ms J were very upset and disappointed by the lack of contact from esure and its garage, the failures to respond to their queries and the apparent lack of concern overall for their family's situation. And each time the repairs had to be rectified, Mr J and Ms J faced the huge anxiety of not knowing whether they'd get suitable transport and by having to cope when they didn't. Ms J told us that the poor contact from esure and its garage meant she was exhausted by having to chase them and deal with hire firms, over a protracted period. I think most of the distress and inconvenience caused by that was avoidable.

I think £300 would be an adequate sum to compensate an average consumer for the general poor service and delays that occurred. But I agree with Mr J and Ms J that they faced more than just poor service. I've not seen evidence to persuade me that esure and its garage took sufficient steps to try to make reasonable adjustments most of the time, despite the impact on Mr J and Ms J's son (and on them, by association) due to his disability and his additional needs. So I think it would be fair and reasonable for esure to pay more compensation. In my opinion, £500 in total for distress and inconvenience would provide a reasonable outcome for Mr J and Ms J.

My final decision

My final decision is that I uphold this complaint. I require esure Insurance Limited to pay Mr J and Ms J £500 in total for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J and Ms J to accept or reject my decision before 21 November 2023.

Susan Ewins
Ombudsman