

## **The complaint**

Mr P complains about the repair of his vehicle following an accident under his motor insurance policy with esure Insurance Limited (esure).

References to esure in this decision include their agents.

## **What happened**

In April 2023 Mr P's vehicle was hit by an unknown vehicle and damaged while parked. He contacted esure to report the damage and make a claim. esure arranged for the vehicle to be fixed by a repairer (K) and the vehicle was returned to Mr P at the beginning of May 2023.

Following its return, Mr P noticed problems with the vehicle that weren't there before its repair, including a wet patch in the driver's footwell, the boot area in an untidy condition and a damaged switch on the dashboard. He contacted K, but they denied any responsibility (but they fixed the damaged switch, as a goodwill gesture), saying the problems weren't connected to the repair work they'd carried out, as they hadn't worked in the affected areas.

Unhappy at what had happened, Mr P complained to esure. esure initially contacted Mr P to say they couldn't find any evidence K were responsible for the issues Mr P had raised. He subsequently sent a more detailed account of what he considered were the issues (June 2023). Despite chasing several times, esure didn't respond substantively to his complaint.

As eight weeks had passed from Mr P first making his complaint (the time businesses have to consider consumer complaints) esure told him he could bring his complaint to this Service. So, Mr P complained to this Service (July 2023).

He was unhappy at the problems with his vehicle he said weren't there before repair by K. He'd had to pay another garage £130 to put right some of the issues for which he thought K were responsible (broken pipes to the vehicle heater matrix, causing fluid to leak). He'd also spent a significant amount of time following up with K and his complaint with esure. He also lacked confidence the repairs carried out by K had been completed properly, leading him to have to make alternative arrangements for a planned holiday with his vehicle (in May 2023).

He wanted esure to fully consider the points he'd raised in his complaint and the evidence and information he'd provided in support of his case. He also wanted them to accept his complaint, that K were responsible for the problems with his vehicle and for them to put them right, as well as reimburse him for the additional costs he'd incurred with another garage.

After Mr P made his complaint to this Service, esure responded to the issues he'd raised. Having reviewed the complaint and discussed it with K, esure said the issues identified by Mr P did not appear related to any work carried out by K. The issues with the wet area in the driver's footwell appeared to come from the heater matrix radiator and they didn't think there was anything to show or suggest this was a result of the accident or repairs carried out to the vehicle. esure said that if Mr P arranged for an inspection by a main dealer of the vehicle manufacturer to confirm the source of the issue, if that showed the issue was related to the repairs carried out by K, they would reimburse him (for the cost of the report).

esure noted Mr P wasn't willing to incur the cost of such an inspection and report, but had another garage say the issue was due to the heater matrix . But they still didn't think it was related to the repairs carried out by K (in the absence of a report from a main dealer).

Mr P rejected esure's response and confirmed his request his complaint be considered by this Service.

Our investigator didn't uphold the complaint, concluding esure didn't need to take any further action. In the absence of an independent report on the likely cause of the issues identified by Mr P, the investigator couldn't conclude the issues were clearly the result of work carried out by K (who said they didn't work on the area of the vehicle where the heater matrix was located). esure had said they would consider a report on the cause of the issues from a main dealer of the manufacturer, which the investigator thought reasonable.

Mr P disagreed with the investigator's further view and asked an ombudsman to consider the complaint. He raised several points. First, while accepting it wasn't possible to be completely certain what caused the issue, he thought it highly probable K caused the damage. He'd contacted a main dealer of the vehicle manufacturer. He was told a diagnosis of how the problem had been caused would be unlikely to confirm precisely how the problem had arisen (and that the cost of any such diagnosis would be uncertain and potentially expensive. Second, he didn't accept K's view they hadn't worked in the area of the location of the heater matrix. Third, he maintained the wet area of the driver footwell wasn't present before his car went in for repair. And he thought that even if the damage causing the leak wasn't due to K's repair work, they should have identified it as part of their quality control checks. Fourth, having identified three separate issues with his vehicle after its return, Mr P thought this meant it more likely K were responsible for the damage that caused the leak.

### **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.

My role here is to decide whether esure have acted fairly towards Mr P.

The key issue in Mr P's complaint is whether the issues Mr P say weren't present before his vehicle went in for repair were caused by K's repair work (or otherwise their responsibility). Mr P says they were, saying (with support from the view of the garage that repaired the issue they said had caused the leak and consequent wet patch in the driver's footwell). esure disagree, saying K didn't work in the area of the car where the heater matrix was located, so they aren't responsible for the damage and leak. Mr P is also unhappy at how esure responded to the issues he raised, not providing a substantive response to his complaint and not accepting the points he raised and the evidence supporting his case.

On the first issue, I've considered the evidence and information available, including the views of Mr P and esure and the supporting evidence and information. In doing so, I note (as Mr P accepts) that it isn't possible to determine with complete certainty whether the issue with the matrix heater – which seems to be the probable, if not identified cause of the leak and wet area – was caused by K when carrying out the repair work on the vehicle. esure say K didn't work on the area (Mr P's second point disputes this).

Looking at the schedule of repair work, there's no specific mention of any work on (or replacement of) the heater matrix or related parts. Most of the work appears to have related to the wheel, bodywork and suspension in the area damaged in the incident. And the bulk of the total repair cost appears to be for parts (labour is a relatively small element, in both time

and cost). While there's some comment the damage could have been linked to work on the steering rack, there's no definitive conclusion that's the case.

While I understand Mr P's reluctance to commission a formal diagnostic report from a main dealer of the vehicle manufacturer (part of his first point when disagreeing with the investigator's view) it does mean there's no clear independent evidence about the cause (or likely cause) of the issue, or whether it was caused (or likely to have been caused) by K. As Mr P has said the damage was caused by K, the onus is on him to show it's the case, at least on the balance of probabilities in the absence of a definite conclusion. While I understand why he thinks it's likely K were responsible, I'm not persuaded it's reasonable on the evidence available to conclude that's the case.

On Mr P's third point, while I accept he believes the footwell wasn't wet before the car went in for repair, the key issue is whether the evidence and information available makes it reasonable to conclude K were responsible for it. And as I've set out above, I'm not persuaded that's the case. And while Mr P thinks it should have been picked up by K's quality control checks, I think they would have concentrated on the quality of the repair work they carried out to repair the damage, not necessarily to check for any pre-existing issues with the vehicle or ones unrelated to the repairs carried out.

I've noted what Mr P has said in his fourth point about the other two issues he says he found with the vehicle (the state of the boot area and the damaged switch). But the former doesn't appear to be more than being left in an unkempt condition, while the latter was fixed by K as a goodwill gesture. I don't think they can be used to support the conclusion K were responsible for the issue with the heater matrix and wet footwell (given Mr P also said the vehicle appeared in good condition when it was first returned to him).

Taking all these conclusions and points together, I can't reasonably hold esure (K) responsible for the issues about his vehicle Mr has raised or ask them to take any further action.

On the other issue about esure's response to Mr P's complaint and the issues he raised, I recognise esure didn't provide a substantive response, beyond the initial discussion with Mr P when he first raised his complaint. And they didn't respond within the eight week timeline for businesses to respond. While they didn't do this, it appears they told Mr P of his right to then bring his complaint to this service – after which they did respond. Together with the fact that complaints handling by businesses isn't a regulated activity that falls within the remit of this Service, I'm not able to ask esure to take any further action on this aspect.

### **My final decision**

For the reasons set out above, it's my final decision not to uphold Mr P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 7 February 2024.

Paul King  
**Ombudsman**