

## **The complaint**

Mr T complains esure Insurance Limited (esure) unfairly recorded liability of a claim on his motor insurance policy as a fault claim and this has increased his motor insurance premiums. He complains also of delays caused by esure in obtaining the information it requires to complete his claim.

## **What happened**

In October 2022 Mr T was involved in an incident in which his car was damaged. He made a claim on his motor insurance policy that was held with esure. The car was classed as a total loss and his claim was settled. The claim remained open whilst esure investigated the circumstances of the incident.

In June 2023 Mr T contacted esure to discuss his motor insurance policy premiums. He said the claim from October 2022 was currently incorrectly recorded as a fault claim. He said the claim should be recorded as *no fault* rather than *fault*. He said his policy should be re-rated and he should be refunded for overpayments he feels he had made.

esure said because his claim from October 2022 remained open it was unable to do that. It said the claim remained open because it was still waiting for a police report to be received that would enable it to complete its investigations into the incident and close it. It said receipt of this report was out of its control.

esure said when the claim is closed, and if it successfully recovers its costs, it can re-rate the premium to see if he is entitled to any refund. It acknowledged the timeframe to respond to Mr T was below the standard it would expect and compensated him £50 for the delay in its response.

Mr T said the claim was still open due to esure failing to obtain the police report of the incident or look at his detailed account of the incident.

Because Mr T was not happy with esure, he brought the complaint to our service.

Our investigator upheld the complaint. They looked into the case and said esure acted within the terms and conditions of the policy in recording the claim as a fault claim. They said they cannot ask it to record it as non-fault at this stage of his claim. But they said the delays to the claim process were not acceptable and esure had given him incorrect information about the delays in obtaining the police report. They said esure should pay Mr T a further £400 compensation.

As esure is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

## **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 incident happened in October 2022 due to an animal running out in front of Mr T's car and a third-party car then collided with his stopped car. Damage was caused to both the front and the back of his car.

When Mr T contacted esure to discuss his policy premiums in June 2023 it was still investigating the circumstances of the incident. It said it needed to see the police report of the incident to progress the claim and it was still waiting for this report to be received from the police.

I saw esure initially requested the police report in early November 2022 and this request was acknowledged by the police. A fee of £21 was due for the report and the payment details were supplied by the police. Payment of the fee was requested through esure's internal payment process.

When esure chased up the police report in March 2023 it became aware it had not arrived due to it not paying the required £21 fee. It cancelled the first payment request and requested a second time for it to be paid through its internal payment process. I saw in May 2023 it checked if payment had been made and again found it had not. I have not seen any explanation of why this was not paid.

esure told Mr T that the delay in completing his claim was due to the police not providing the report, however the evidence provided shows esure acknowledged an issue with raising the due payment for the police report and in September 2023 it requested to pay for the report by cheque.

I accept that the timeframe for a response from the police is beyond esure's control. However, although I cannot hold esure responsible for the time taken for the police to provide its report, it is responsible for the time it has taken to pay for it.

Because esure failed to raise payment for the police report on a number of occasions covering more than ten months after the incident, it did cause avoidable delays in progressing Mr T's claim.

I saw evidence that throughout 2023 Mr T contacted esure many times for updates about his claim status, often being kept on hold for long periods of time. He even contacted the police himself to try and obtain the required report. I can understand why he has found the experience distressing over the last year.

esure confirmed it was happy for our service to consider the claim timeline up to February 2024, *in the interest of trying to achieve a swift resolve*. However it said it still did not agree with our investigator's recommended outcome even *in spite of the extension on the timeline under consideration*.

As the claim is still open and investigations into liability are still ongoing, I think esure's offer to review premiums if it recovers its costs is fair in the circumstances of this complaint. However, it should ensure the claim is progressed and concluded as a matter of priority.

Taking in to account the length of time that has passed on this claim without reasonable progression by esure, and the time Mr T has taken to actively pursue the claim, I think it should pay Mr T compensation for the distress and inconvenience caused for more than one year.

Therefore, I uphold Mr T's complaint and require esure to pay £400 to him for the distress and inconvenience caused due to the avoidable delays caused in progressing his claim. This is in addition to the £50 paid for the delay in response.

### **My final decision**

For the reasons I have given I uphold this complaint.

I require esure Insurance Limited to pay Mr T a total of £400 for the avoidable delays in progressing his claim and the distress and inconvenience caused to him. It should also ensure his claim is progressed and concluded as a matter of priority.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 15 May 2024.

Sally-Ann Harding  
**Ombudsman**