

The complaint

Mrs I complains about delays and poor service from esure Insurance Limited (esure) when arranging repairs to her car, under her motor insurance policy.

What happened

Mrs I's car was stolen in May 2023. It was recovered the same day by the police but had been damaged. Mrs I made a claim to esure, and it told her the car was a total loss. It then changed its mind and informed her, around a month later, that the car was potentially repairable but would need to be inspected. Mrs I says around three months later it was determined the car was repairable.

Mrs I says since this time she's been told parts are on back order and that the main dealer is required to do some of the work. At the time of contacting our service she says the car still wasn't repaired. This has caused her a great deal of inconvenience and distress. She explains that she needs the car to drive her husband to medical appointments. Her husband is elderly and suffers from ill health. Mrs I says this has cost her a great deal in alternative transport costs as no courtesy car has been provided.

In its final complaint response dated 28 February 2024 esure acknowledges conflicting information from the start about whether Mrs I's car was repairable. It says its approved repairer has advised its waiting on parts that are on back order. esure says its concerned that Mrs I wasn't provided with a courtesy car. It paid her £250 to acknowledge the inconvenience this caused. It paid a further £250 for the initial delay in getting her car to its repairer.

This response was provided after Mrs I had referred her complaint to our service. Our investigator looked into her concerns and didn't think what esure offered was fair. He thought esure was responsible for a significant part of the repair delay. Because of this and for the inconvenience and distress caused by the lack of a courtesy car he says esure should pay a further £450 in compensation.

esure accepted our investigator's findings. Mrs I didn't. She says she's waited over eight months for the repair and spent £6,000 in travel costs. Mrs I asks that esure pays her £9,000 in light of the impact it had on her and her family. Because she didn't agree with our investigator she asked for an ombudsman to consider the matter.

It has been passed to me 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.

Having done so I'm upholding Mrs I's complaint. I won't be adding to the remedy our investigator proposed. I understand she will be disappointed. But I'll explain why I think my decision is fair.

We expect esure to handle claims effectively and in a timely manner. I've considered whether it did so here.

In May 2023 esure told Mrs I that her car was a total loss. It then changed its mind a month later and emailed her to say it thought her car was possibly repairable. From its email this decision was based on an assessment of photos that were taken of the damage. The engineer explained that a physical inspection was needed to confirm if a repair was in fact possible. I haven't seen a reasonable explanation to confirm why it took a month to make this decision.

Mrs I's car is repairable. This isn't in dispute. esure delayed the repairs by incorrectly determining the car was a total loss, and then taking a month to decide it was repairable.

In her submissions to our service Mrs I says esure's repairer contacted her on 29 September 2023. It told her that the parts needed for the repair were on back order. A claim record dated 4 October says the car has now been deemed repairable. Based on this information Mrs I's car was confirmed to be repairable around the end of September/beginning of October.

From the time esure indicated Mrs I's car was repairable, to this being confirmed, took three months. I haven't seen a reasonable explanation why it took so long to confirm this. Again, this delayed the repairs.

The records show Mrs I's car needed some work that could only be carried out at the main dealer. A delay in the main dealer obtaining some parts is described in the notes. But the main reason for the delay in the repairs being carried out, was the parts that were on back order. These were the parts that esure's repairer needed to carry out the bulk of the work.

I'm aware of the global issues that have impacted the supply of motor parts. This has had an impact on the industry and caused delays in repairing vehicles. However, given the very lengthy wait involved I'd expect esure and its repairer to consider other options to try and expedite matters.

Mrs I contacted esure and its repairer to understand what components were on back order. She then made enquiries and found these components were in stock at other dealers. From the records there was a text message discussion between Mrs I and esure's repairer around this point. It responded to say the components weren't available from its parts department. From what I've read it's not clear if the repairer considered obtaining parts outside of its usual suppliers. Given the long waiting times for parts, esure could also have considered giving Mrs I the option of using refurbished parts – if this was possible and parts were available. I've not seen information to show this was a consideration.

The records indicate a further delay was caused providing authorisation for the main dealer to carry out its repairs. But overall, I don't think this impacted on the timeframe as esure's repairer still didn't have the parts it needed. At the time of esure's final complaint response in February 2024 the repairs were still ongoing.

I've no doubt that the availability of parts contributed to the delays in repairing Mrs I's car. That said it's not clear that esure and its repairer explored other reasonable options to minimise the impact this had. The first four months of the claim was time wasted due to esure's ineffective handling of the matter. When considering this it's likely the repairs to Mrs I's car could've been completed sooner. This would have lessened the impact the delays had on her and her family.

I've thought about Mrs I's comments that she wasn't provided with a courtesy car. I can see

that her policy provides for this when her car is being repaired. Mrs I asked about a courtesy car on numerous occasions in her contacts with esure. In its final complaint response, the business says it's concerned that a courtesy car wasn't provided throughout the claims process. Its repairer advised that this was due to an oversight, which is why esure paid Mrs I £250 compensation.

Mrs I's car wasn't being repaired until late September/early October 2023. But the delay in deciding to repair her car was esure's fault. I don't think it's fair that Mrs I was left without transport for this period. Similarly, once her car had been deemed repairable, her policy terms provide for a courtesy car. I agree with esure that a courtesy car should've been provided throughout its claim process.

Mrs I says she's incurred significant costs due to esure's failure to provide a courtesy car. She refers to paying for taxis in the complaint form she sent to our service. I asked her if she could provide information to support these costs. Mrs I has since provided 35 invoices for hire cars each for a period of seven days and each costing £447.65. In total this comes to just over £15,000 for the complaint period I'm considering here. Mrs I hasn't provided any receipts from taxi fares.

I've thought about whether it's reasonable for esure to refund the hire car costs Mrs I has claimed.

In her complaint form Mrs I says she will have to hire taxis when her husband goes to hospital on 27 December 2023. However, according to her invoices she'd hired a car every week from June onwards. If she'd been hiring a car regularly for the past six months it's not clear why she would need a taxi to take her husband to hospital. I also note from the emails she sent to esure that there is no reference to hire car costs.

In an email Mrs I sent to esure in September 2023 she refers to having spent £900 in travel costs. However, the invoices she sent show she'd already paid over £4,000 in car rental by this time. If she'd spent considerably more than £900 I'd expect her to say so in her email.

I tried to obtain further information about the hire company detailed in the invoices Miss I provided. But the web address doesn't exist.

I'm not satisfied from this information that Mrs I has shown she incurred rental costs as a result of esure's actions. So, I won't ask it to make a payment in this regard.

Having considered all of this I don't think esure treated Mrs I fairly. Its poor handling of the matter delayed the claim from the start by a period of four months. Its communication was poor. The onus was on Mrs I to chase progress updates. She made efforts to seek alternative options to obtain the spare parts that were needed. I can't see that esure or its agents engaged effectively with Mrs I around this point.

Mrs I has had to support her husband who is elderly and of ill health. This involved getting to and from medical appointments without a car. As well as dealing with both of their everyday needs. It's clear that this has caused a great deal of distress for Mrs I. She also explains that she helps care for her grandchildren. The lack of a car added to the inconvenience she's experienced over this period. Because of the distress, frustration, and inconvenience esure caused Mrs I, I agree with our investigator that a total compensation payment of £950 is fair.

My final decision

My final decision is that I uphold this complaint. esure Insurance Limited should:

- pay Mrs I a total of £950 in compensation for the distress and inconvenience it caused

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs I to accept or reject my decision before 13 August 2024.

Mike Waldron
Ombudsman