

The complaint

Mr S has complained about the way Mulsanne Insurance Company Limited (Mulsanne) handled his claim following an accident.

What happened

In June 2022, Mr S' wife, a named driver on the insurance policy, was involved in a road traffic accident.

Mulsanne's agent was notified of the claim on 20 June 2022. The car was collected from Mr S's home to be repaired on 27 June 2022 and the repair was completed on 6 July 2022. Mr S wasn't provided with a courtesy car at any point during that period. As some of the actions Mr S has complained about were carried out by agents or contractors of Mulsanne, for clarity, throughout this decision, I will refer to those actions as being Mulsanne's.

Mulsanne sent their final response letter to Mr S on 2 September 2022, partially upholding his complaint. It accepted that errors had been made in relation to the provision of a courtesy car and offered £150 compensation by way of an apology. Mr S wasn't happy with the amount of compensation, so brought his complaint to this service.

One of our investigators looked into Mr S' complaint and recommended the complaint be upheld. Our investigator said the offer of £150 wasn't sufficient to compensate Mr S for the distress and inconvenience he'd suffered. She recommended that the offer of compensation be increased to £300. Mr S accepted our investigator's opinion but Mulsanne did not. It said it didn't feel that level of compensation was warranted in the circumstances and requested an ombudsman's decision on the complaint.

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.

In the final response letter dated 2 September 2022, Mulsanne accepted that Mr S was entitled to a courtesy car under the policy terms and conditions, for the duration of the repairs. It also acknowledged that if Mr S had been provided with a courtesy car, most of the extra calls he had to make to his insurer, and the associated frustration, would have been avoided. And Mulsanne agreed that at no point during the period in which the car was being repaired was Mr S provided with a replacement car.

As these points are not in dispute, the outstanding issue that remains for me to decide is whether the £300 compensation recommended by our investigator would fairly and reasonably compensate Mr S for the distress and inconvenience he's been caused.

In response to our investigator's view, Mulsanne said that while Mr S was without a courtesy car for 16 days he was able to source another car from his parents and remain mobile for that period of time. It therefore couldn't see how he'd been caused inconvenience and upset.

However, Mr S told us that his wife was unable to go to work for two days, which resulted in lost income for the family. He also explained that had to borrow his elderly parent's car to take his children to school, which caused them inconvenience and Mr S, embarrassment during what was already a stressful time.

Our investigator explained to Mulsanne that Mr S not only didn't get a courtesy car, he also had to continuously chase them for a courtesy car which he knew he was entitled to. He was also given wrong and conflicting information when he phoned Mulsanne. And while he did borrow his parent's car, taking the car from them caused him a lot of embarrassment.

Where the evidence is incomplete, inconsistent or contradictory, as it is here, I reach my decision on the basis of what I think, more likely than not, was the case.

I've considered all of the evidence afresh and having done so, I've come to the same conclusion as our investigator. I don't think Mulsanne's offer of £150 goes far enough to compensate Mr S for the distress and upset its actions caused. By its own admission, Mr S was provided with incorrect information, he was incorrectly denied a courtesy car, and he was caused additional inconvenience and frustration as he tried to access what he was entitled to under his policy terms and conditions. In addition to this, stress and inconvenience his family were caused by the lack of a courtesy car, and the frustration and embarrassment he was caused by having to make alternative arrangements also persuade me that compensation of £300 would be appropriate in Mr S' circumstances. I therefore uphold this complaint.

Putting things right

My final decision is that I uphold this complaint and require Mulsanne Insurance Company Limited to pay Mr S £300 compensation for the distress and inconvenience he has suffered as a result of the way it has handled his claim.

My final decision

My final decision is that I uphold this complaint and require Mulsanne Insurance Company Limited to pay Mr S the award detailed above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 11 January 2023.

Carolyn Harwood
Ombudsman