

The complaint

Mr and Mrs J complain about Mulsanne Insurance Company Limited (Mulsanne) handling of their motor insurance claim.

What happened

The background of this complaint is well known to both parties. So, I'll summarise the key points I've focused on within my decision.

- On 17 November 2022, Mr and Mrs J claimed on their motor insurance policy. They were told that the vehicle would be taken for repair on 25 November 2022.
- Mr and Mrs J say due to lack of contact about the repairs, they contacted the repairer directly on 22 November 2022. However, it didn't have any record of the repair and they spent time chasing up who would be dealing with it, eventually being told the repairs to the vehicle would not be completed until February 2023.
- Mr and Mrs J were unhappy with how their vehicle had been assessed, and the length of time they would be without it which they say Mulsanne didn't provide any assistance.
- Mr and Mrs J eventually withdrew the claim as they had lost faith with the insurer, and they were informed that the claim was closed. However, Mr and Mrs J found out later that it was still open, and they were concerned this had an impact on their no claims discount.
- Mr and Mrs J had concerns over the excess payment and weren't happy to pay it, however the claim was withdrawn and therefore the excess wasn't applicable.
- Our investigator considered the complaint and upheld it in part. He felt Mulsanne's communications were poor, and this had caused unnecessary distress and inconvenience to Mr and Mrs J, recommending they were compensated £400.
- Mr and Mrs J accepted our investigator's view, however we didn't receive a response from Mulsanne.
- As we didn't hear back from Mulsanne the complaint has been passed to me, an Ombudsman, to make a final decision.

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.

Mulsanne failed to provide a response to the complaints that Mr and Mrs J raised in December 2022 and February 2023. It had previously issued a final response letter (FRL) to a complaint on 17 November 2022, which we dealt with under a separate complaint at this Service. We have made it clear to Mulsanne that Mr and Mrs J have raised new complaint points since the issue of that FRL and asked it to respond.

Due to it not responding to our Investigator, he issued his opinion on this complaint. Mulsanne then provided a file but that was in relation to the first complaint. It doesn't address the new issues and it hasn't provided any further FRL's or responded to the opinion issued. I'm satisfied It has had opportunity to respond, so I have made this decision based on the limited information provided. My decision has looked at what's happened between 17 November 2022 and February 2023.

Appointed repairer

I consider Mulsanne should've made it clearer to Mr and Mrs J when and where the vehicle would be taken to be repaired and how long they'd be without it. There should've been better communication on the claim which would've prevented Mr and Mrs J having to chase this up themselves.

In December 2022, Mr and Mrs J expressed concerns about the repairer. They were unhappy with how the vehicle had been assessed and worried about using their damaged vehicle. Mr and Mrs J also expressed their unhappiness of being told the vehicle wouldn't be fixed until March 2023 - ten months since the road traffic accident. However, I note the claim had only been registered in November 2022, so I can't hold the Insurer responsible for the delay prior to this.

As our investigator has said, it's not our role to say how long a repair takes or how a repairer assesses a vehicle. However, Mulsanne are responsible for relaying information from the repairer to Mr and Mrs J and keeping them informed of developments with their claim, and from the information available I can't see this was done.

So, I'm satisfied there was poor communication and a loss of expectation of when Mr and Mrs J's vehicle would be sent for repair and when they could expect their repaired vehicle back. So, I will consider this in the compensation payment that I direct.

Hire car

Mr and Mrs J are entitled to a hire car under the policy, and they say they tried to arrange one with Mulsanne, but their contact was ignored.

I haven't seen evidence that Mulsanne discussed a hire car or responded to Mr and Mrs J's contact. As Mulsanne had appointed a repairer to repair their vehicle and did this before they withdrew their claim, Mulsanne should've contacted Mr and Mrs J regarding the hire car and manage their expectations regarding it.

Fortunately, they had use of another vehicle however this doesn't excuse Mulsanne for not carrying out the contract of insurance regarding an offer of a hire car.

I can appreciate that not having use of the vehicle would've been inconvenient to Mr and Mrs J and shouldn't have been something they had to struggle with. So, I am satisfied that Mulsanne didn't act as I'd have expected it to in these circumstances and will consider this in my award for compensation.

Policy excess

I'm aware that Mr and Mrs J are no longer being asked to pay the excess as they withdrew their claim, therefore it's not a loss I have to consider.

Claim

It's evident that the claim didn't close when Mulsanne said it did and Mr and Mrs J say this impacted their no claims discount. However regardless of whether the claim was showing as closed or not, Mr and Mrs J's no claims discount would've still been affected as the claim was settled as a split liability. Whilst I can appreciate the annoyance of having to clarify the claim closure with Mulsanne, I'm unable to say this had any other impact.

I note that there was some misleading correspondence from Mulsanne over whether a claim had been made and recorded. This should've been handled better by Mulsanne, and they should've provided accurate information to Mr and Mrs J. I will consider this in the compensation award.

Conclusion

It's evident from what I've seen that trying to progress the claim has been an unnecessary ordeal for Mr and Mrs J, causing them distress and inconvenience. Mulsanne should've proactively taken control of the claim and dealt with it better in the ways highlighted above.

Due to this, I consider a compensation award is warranted, and I agree with our investigator's recommendations of £400.

Putting things right

I direct Mulsanne Insurance Company Limited to pay Mr and Mrs J £400 compensation.

Mulsanne must pay the compensation within 28 days of the date on which we tell it Mr and Mrs J accepts my final decision.

If it pays later than this, it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

My final decision

For the reasons given above, I uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J and Mrs J to accept or reject my decision before 22 September 2023.

Angela Casey
Ombudsman