

## **The complaint**

Mr F has complained about Mulsanne Insurance Company Limited. He isn't happy about the way it dealt with the repair of his car following a claim on his motor insurance policy.

For ease of reading any reference to Mulsanne includes its agents.

## **What happened**

Mr F's car went for repair following a claim under his motor insurance policy and had to be returned to the repairer for rectification work. But his car was returned to him without being fully repaired as the repairer wouldn't provide Mr F with a courtesy car which he needed.

When Mr F complained about this Mulsanne acknowledged it didn't deal with his claim very well and offered £200 by way of compensation. But Mr F remained unhappy, so he complained to this Service.

Our investigator looked into things for Mr F and upheld his complaint. She thought that the £200 compensation Mulsanne offered was fair, but she thought Mulsanne should either repair Mr F's car (while providing a courtesy car or paying for a hire car) or pay a cash-in-lieu (CIL) settlement.

As Mulsanne's agent hasn't responded the matter has been passed to me for review.

## **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 agree that the complaint should be upheld, I'll explain why.

It is accepted that Mulsanne's agent didn't deal with the claim very well which is why it awarded £200 compensation to Mr F which I feel is fair. So I will focus on the key remaining issue in this decision, the finalisation of the repair of Mr F's car.

Mulsanne's repairing garage wouldn't provide Mr F with a courtesy car to finalise the rectification work as it had problems with the courtesy car it had previously provided – I understand Mr F had a courtesy car vandalised while in his possession previously. I haven't been provided with a great deal of detail about this, but I would expect Mr F to have been provided with a courtesy car as he had simply been a victim of crime here and his car should have been repaired properly in the first instance.

As such I would've expected Mulsanne to provide a different repairer or ensured Mr F was provided with a courtesy car or hire car while the repairs were undertaken. And so, in order to put Mr F back into the position he should have been, I think it would be fair for it to do this now or to pay Mr F a CIL settlement.

Finally, Mr F has raised concerns around the locking wheel nuts on his car being damaged and so he wants them paid for or repaired as part of his claim. But the independent engineer who inspected his car didn't identify any damage attributed to the original repair. However, it would appear that there were issues in relation to the locking wheel nuts originally and I've seen some damage identified around the wheel nuts on pictures provided by Mulsanne. So, I think it would be fair for this to be reconsidered as part of the repair process.

### **My final decision**

It follows, for the reasons given above, that I think Mulsanne Insurance Company Limited should pay Mr F a cash-in-lieu settlement for the repair of his car or appoint a repairer to undertake the remaining repairs to Mr F's car. And pay £200 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 3 November 2023.

Colin Keegan  
**Ombudsman**