

The complaint

Mr J's representative complains on his behalf that following a claim on his motor insurance policy held with Mulsanne Insurance Company Limited (Mulsanne) it failed to complete satisfactory repairs to his car. And it declined to refund to him the total costs related to car hire.

References to Mr J, or his representative, will include the other.

Mulsanne are the underwriters of this policy i.e. the insurer. Part of this complaint concerns the actions of the intermediary. As Mulsanne have accepted it is accountable for the actions of the intermediary, in my decision, any reference to Mulsanne includes the actions of the intermediary.

What happened

Mr J was involved in an incident whilst in his car. He made a claim on his motor insurance policy.

The car was taken in for repairs at Mulsanne's approved repairer and when it was returned Mr J said the repairs were not satisfactory. He said there were issues with the screen wash jets and parking sensors. The approved repairer said these issues were not accident related.

Mulsanne arranged for the car to be looked at by a second approved repairer and it concluded the issues reported were not related to damage caused in the incident. However it decided to cover the cost for these repairs.

During the time Mr J's car was at the second approved repairer, Mulsanne agreed car hire and said it would reimburse the costs of this to him.

Mr J's car was returned to him, and he found it to be in full working order. He submitted the invoices for his car hire and asked for Mulsanne to reimburse him as agreed.

Mulsanne did not reimburse the full amount. It said Mr J had added roadside assistance protection and excess protection, and this was neither agreed to nor discussed. It declined to pay for two other charges that it could not identify. And said it could not be held liable for the £500 charged for damage reimbursement and therefore this was also declined.

As Mr J was not happy with Mulsanne, he brought the complaint to our service.

Our investigator did not uphold the complaint. They looked into the case and said the evidence provided by Mulsanne supported its position that the washer jets and parking sensors weren't as a result of the accident. They understood Mr J has not had to pay anything towards repairs so he was not out of pocket. They said in relation to the car hire, as no extras were agreed they could not reasonably ask Mulsanne to reimburse those additional costs.

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

What I provisionally said

I saw that Mr J had to contact Mulsanne a number of times before his claim was agreed and his claim started. The incident occurred on 11 November 2022 and his car was taken in for repairs on 19 December 2022. I saw it was returned to him on 6 January 2023 at which point he was not happy with the repairs completed.

Mr J said contacted the main dealer about the issues he found, and they suspected the screen wash pipe work was either kinked or it was an issue within the water bottle. However it said it would need to be investigated and diagnosed to confirm this. Mr J also said there was no mention on the cars recent MOT inspection that there were issues with the screen washer pipe work.

I saw Mulsanne organised for the car to be inspected by a second approved repairer. This inspection also concluded that the damage to the screen wash jets, and parking sensors weren't as a result of the accident. Although it did not agree the damage was accident related it decided to authorise the repairs taking into account the distress caused to Mr J.

Based on the evidence I have reviewed and because Mr J has confirmed the car was back to full working order when it was returned in February 2023, I do not uphold this part of his complaint.

Car hire

I listened to the call when Mulsanne agreed car hire for Mr J in February 2023. He was told organising it himself was the easiest and quickest way to progress this. He was given the option to either pay himself and Mulsanne would reimburse him straight away or he could wait for Mulsanne to pay. Mr J said he would pay himself and claim the costs back. He was not given any guidance about the limits to the car hire by the Mulsanne agent during this call.

Mulsanne did not agree to pay all the costs on the car hire invoice submitted by Mr J. It declined to cover the charges for roadside assistance and excess protection and said this was because this was neither agreed nor discussed. It said it was unsure what one way and rfl charges were and said as they aren't part of the core-rental agreement they would not be paid.

Mr J was not given any guidance from Mulsanne about the limits and options he should take when he was advised to arrange and pay for car hire himself. In this case Mr J opted for a £500 excess protection. I think it was reasonable for him to opt for this. It was not a lower excess that was on his motor insurance policy, so he was not in a better position.

I found that the rfl charge is for road tax during hire and Mr J had to pick up the car from the only garage in the local area that had a suitable car resulting in the one-way cost. In the circumstances of his claim I think both of these charges were core-rental costs and should be covered by Mulsanne.

As Mr J's motor insurance policy did not include roadside assistance, I agree that this cover was an additional extra and not something Mulsanne should cover. And as damage was caused to the hire car, whilst in Mr J's possession he should be responsible for payment of the damage reimbursement charge. I don't think it's reasonable for Mulsanne to pay for this.

Therefore I intend to uphold Mr J's complaint and intend to require Mulsanne to settle the car hire invoice other than the cost for roadside assistance protection and the £500 damage reimbursement charge. It must also add 8% simple interest on the amount due from the date Mr J paid the invoice to the date he receives the outstanding payment.

I understand that the outstanding amount of £266.92 for previous car hire costs has already been authorised and paid to Mr J by Mulsanne.

Responses to my provisional decision

Both Mr J and Mulsanne responded and asked for clarification on the redress I intended to be repaid.

Mr J's representative confirmed Mr J received the payment of £266.92 on 1 October 2023.

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 response to the request for clarification

The amounts I require Mulsanne to pay Mr J are as follows

£354.11 plus VAT	For the excess protection (£424.93)
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£20.84	For the <i>Oneway A charge</i>
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£31.96	For the <i>rfl charge</i>
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£477.73	Total
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Plus any interest due.

Opportunity was given to both Mr J and Mulsanne to make any further comments after clarification was given.

As neither Mr J or Mulsanne brought any further comments, I maintain my provisional decision and I uphold Mr J's complaint.

I require Mulsanne Insurance Company Limited to settle the charges for excess protection, *Oneway A charge* and *rfl charge* as detailed on the car hire invoice. It must also add 8% simple interest on this amount from the date the car hire invoice was paid by Mr J, to the date he receives the due payment.

My final decision

For the reasons I have given I uphold this complaint.

I require Mulsanne Insurance Company Limited to pay Mr J £477.73. It must also add 8% simple interest on this amount from the date the car hire invoice was paid by Mr J, to the date he receives the due payment.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 12 December 2023.

Sally-Ann Harding
Ombudsman