

## **The complaint**

Mrs T complains that Mulsanne Insurance Company Limited (“Mulsanne”) declined a claim for the theft of her car and didn’t provide her with a courtesy car under her motor insurance policy.

Mrs T is represented in her complaint, but for ease I will refer to her throughout.

## **What happened**

In September 2022 Mrs T bought a motor insurance policy from Mulsanne covering her car which was a high value model.

In May 2023 her car was stolen and she made a claim.

Mulsanne declined her claim because her car didn’t have an active tracking device fitted. It said Mrs T needed to have this on her car for it to be able to provide cover for the car being stolen.

Mrs T complained. She says she didn’t notice the requirement for a tracking device on her policy documents, and said she wasn’t told about the need for a device when she bought the policy online.

Mulsanne said it had provided Mrs T with the information that she needed about the tracking device including as a ‘pop-up’ box on its website, which needed to be ticked, and then as an endorsement on her policy schedule. It said it wouldn’t cover her loss.

Mrs T remained unhappy and brought her complaint to this service. She wants Mulsanne to reconsider her claim and settle it.

Our investigator looked into Mrs T’s complaint and didn’t uphold it. She said she thought Mulsanne had done enough to bring the tracking device requirement to Mrs T’s attention.

Mrs T didn’t agree with the view and asked that her complaint was reviewed by an ombudsman. So, it has been passed to me 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.

I’m not upholding Mrs T’s complaint and I’ll explain why as I appreciate this may cause her some distress.

Mrs T bought the policy online via a price comparison website in September 2022.

I can see from her evidence that Mrs T has said Mulsanne didn’t tell her about the tracking device requirement during the sales process. Mulsanne provided a copy of the ‘pop-up’ box it says would have been shown when Mrs T was using its website to buy the policy.

It include wording saying:

*“Important: Please read and accept*

*I have a tracker and an active subscription.”*

There's a tick box to allow the process to continue further. Mulsanne has told this service it's not possible to continue without ticking the box.

I can't see evidence to say that this information was definitively shown to Mrs T, or that it wasn't. But Mulsanne has said it was active at the time Mrs T bought her policy.

I've also thought carefully about Mrs T's policy documents she was provided when she bought the policy. These were available via a portal on Mulsanne's website.

The requirement for a tracker is on the policy schedule:

*“Do any special conditions apply to my policy?*

*Vehicle Security – Tracking Device*

*You'll only be covered for theft and attempted theft claims if you have a Thatcham-approved tracking device. Subscriptions relevant to the tracking device must be continuously active at the time of loss and the data must be available to you.”*

It's also in the policy wording:

*“Vehicle Security*

*Theft (or attempted theft) claims will only be covered if the required security requirements for your vehicle are met. Additional security includes alarms, immobilisers and tracking devices and the requirement for your vehicle will be noted on your schedule.”*

I've said above that I don't think we have definitive evidence about the sales process on Mulsanne's website to say whether Mrs T was told about the requirement for the tracking device before she bought the policy.

But I don't think that matters here, because I can see that Mulsanne did supply Mrs T with the information about the need for a tracking device when, or shortly after, she bought the policy. She reasonably had time to check the policy requirements and contact Mulsanne to cancel the policy if she didn't agree with them.

In later correspondence with this service I can see Mrs T talks about her “oversight” in not checking the details of the policy fully. She mentions that the thieves who took her car were likely very advanced and could have deactivated the tracking device when the car was taken.

Mulsanne will apply the policy endorsement in order to try and protect itself from high value thefts such as this one. Tracking devices may mean a car is less likely to be stolen, or may increase the chances of recovery.

Unfortunately for Mrs T, she doesn't seem to have noticed the pop-up box on the website, or read the policy documents sufficiently, to see the requirement for a tracking device. I can't reasonably say this was Mulsanne's fault and it follows I think it's acted fairly in rejecting Mrs T's claim. Because the courtesy car was linked to the claim, it also follows that I don't think

Mulsanne acted unfairly in not providing her with one.

**My final decision**

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 11 June 2024.

Richard Sowden  
**Ombudsman**