

The complaint

Mr C is unhappy Mulsanne Insurance Company Limited (Mulsanne) have declined the claim he made under his motor insurance policy.

What happened

In November 2023 Mr C was unfortunately involved in a car accident and so reported his claim to Mulsanne. After reviewing the circumstances of Mr C's claim Mulsanne declined it. It said Mr C had told it he was travelling to work at the time of the accident and his policy didn't cover him for commuting. Mr C said he wasn't travelling to work at the time of the accident and so raised a complaint. Mulsanne considered this but didn't change its decision on the claim. Mr C didn't think this was reasonable and so referred his complaint to this Service.

Our investigator didn't uphold Mr C's complaint. He said based on the information provided he didn't think it was unreasonable for Mulsanne to conclude Mr C was commuting at the time of the accident. He said Mr C's policy didn't provide cover for commuting and so it wasn't unreasonable for Mulsanne to decline Mr C's claim.

Mr C didn't agree with our investigator. He said he has provided evidence he wasn't commuting at the time of the accident and there had been a misunderstanding when he reported the accident.

As Mr C didn't agree with our investigator, the complaint has been passed to me to decide.

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 want to acknowledge I have summarised Mr C's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead I have focussed on what I consider to be the key points I need to think about. I don't mean any discourtesy about this, but it simply reflects the informal nature of this Service. I assure Mr C and Mulsanne I have considered everything that's been provided.

I've thought about whether the sale of Mr C's policy is a relevant consideration as part of Mr C's complaint. However Mr C hasn't said he wanted his insurance policy to cover him for commuting, nor this is what he believed his policy to cover. Therefore, I don't think this is something I need to think about in relation to Mr C's complaint and so I haven't commented on it as part of this decision.

Section 13 of Mr C's policy relates to the policy general exceptions. Section 13.1 states:

'13.1 – Use of the vehicle

*The **insurer** will not cover any injury, loss or damage caused while **your car** is:*

- *Being driven or used for a purpose not allowed by the **certificate of motor***

insurance;'

Mr C's certificate of motor insurance states:

'6. Limitations as to Use:

Use for social, domestic and pleasure purposes excluding commuting.

Exclusions

Use for commuting, any business purpose, any purpose in connection with the motor trade or for hiring, racing competitions, rallies, track days or trials.'

I'm satisfied the terms of Mr C's policy and the policy certificate make clear the policy does not provide cover if Mr C is commuting. Mulsanne have said it believes Mr C was commuting at the time of the accident which is why it declined his claim.

The role of this Service isn't to determine the reason for Mr C's journey, but rather decide whether Mulsanne have acted fairly and reasonably when it has decided to decline Mr C's claim.

Having considered all of the evidence provided, I don't think Mulsanne have acted unreasonably when it declined Mr C's claim and I'll explain why.

I've been provided a copy of the call Mr C had with Mulsanne when he first reported the accident. The first thing he tells Mulsanne is he had an accident that morning on his way to work. Later during the call the handler asks Mr C for the purpose of his journey and he says he was going to a tattoo parlour.

During a later call Mr C was again asked what the purpose of his journey was and he said he was going to a meeting. The handler asked whether this was a work meeting and Mr C confirmed it was.

Mr C has said this was a miscommunication as he was actually going to a tattoo meeting appointment. However this doesn't explain why when asked whether it was a work meeting Mr C was driving to he confirmed it was. I also don't think Mr C has provided a compelling explanation as to why he said he had an accident when driving to work when he first reported the incident to Mulsanne if he was driving to a tattoo parlour.

Mr C has provided evidence he says proves he wasn't travelling to work and was travelling to a tattoo appointment. He has provided confirmation of the tattoo appointment for 10am the morning of the accident, a parking confirmation near the tattoo parlour, his oyster card showing he travels to work by train and confirmation he was on annual leave on the day of the accident.

Mulsanne haven't disputed Mr C had a tattoo appointment on the day of the accident. However it says Mr C told it twice he was travelling to work on the morning of the accident. It has also said Mr C would have been an hour and a half early for his tattoo appointment. It also says the direction of travel when the accident occurred was away from the tattoo parlour and toward Mr C's place of work. It also said the confirmation of Mr C's annual leave had appeared to be signed by his father, who is the director of Mr C's employer, but also a named driver on the policy.

I'm satisfied Mulsanne have considered the evidence Mr C has provided and has reasonably considered it when reaching its decision to decline his claim. I've considered the evidence

Mr C has provided to show he wasn't commuting at the time of the accident. Whilst I'm satisfied this evidence supports Mr C had a tattoo appointment on the day of the accident, I don't think it proves Mr C wasn't commuting at the time of the accident given what he had told Mulsanne previously.

Given Mr C told Mulsanne on two separate occasions he was travelling to work at the time of the accident, I don't think Mulsanne have unreasonably concluded Mr C was commuting at the time of the accident. As this is excluded under Mr C's policy I don't think it was unreasonable for Mulsanne to decline the claim.

My final decision

For the reasons I've outlined above, I don't uphold Mr C's complaint against Mulsanne Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 2 December 2024.

Andrew Clarke
Ombudsman