

The complaint

Mr C was unhappy with various parts of his claim progression under his motor policy with Mulsanne Insurance Company Limited ("Mulsanne").

What happened

Mulsanne accepted Mr C's claim after he was involved in a "*non-fault*" accident. Mulsanne provided Mr C with a courtesy car, but Mr C was unhappy when he had to return the car before he was ready. He said this caused him difficulties with work and attending medical appointments because of his accident. He said Mulsanne didn't offer any alternative transportation.

Mr C didn't think his claim progressed at the speed it should've done, and he said Mulsanne didn't call him back when it had promised to do so. Mulsanne did acknowledge around 3 weeks of delays where it thought it could have acted quicker, so it offered Mr C £50 compensation for the inconvenience caused. However, Mulsanne said the delays were due to Mr C not responding to communications.

One of the delays was caused by Mr C not been satisfied with the settlement Mulsanne offered Mr C for his car, which had been deemed beyond economic repair. Mulsanne had referenced industry guide prices when setting its offer, but Mr C didn't think this was comparative to advertised prices he'd seen online.

Mr C said he's having difficulty with his legal provider not progressing his personal injury claim and he's said he's having trouble financing his treatments on his own.

He's said his experiences have been very difficult and has compounded the vulnerable situation he is in. He said the impact on him has been severe and he wants over £5,000 compensation for the distress and inconvenience he's suffered.

Our investigator decided not to uphold the complaint. She thought Mulsanne had acted reasonably and where it had caused delays on the timeline, she thought Mulsanne had made a reasonable offer of compensation. Mr C disagreed, so the case has been referred to an ombudsman.

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.

Before I move to the main body of this decision, I want to clarify that I can't consider Mr C's issues in relation to his legal claim. I don't have jurisdiction as a Financial Ombudsman. As our investigator has suggested already, Mr C could raise this with the Legal Ombudsman if he still has concerns with this area.

I've considered the other points Mr C raised.

I have reviewed the policy and it excludes the provision of a courtesy car where a car has been deemed beyond economic repair. The policy states *"you will not be entitled to a courtesy car if the cost of repairing your vehicle is uneconomical"*.

Mr C was provided with a courtesy car in a reasonably good time after the accident. I have looked at the claim notes and Mr C was told his car was beyond economic repair in March and Mulsanne made an interim cash offer (less the policy excess) in May. If Mulsanne had provided Mr C with a car during this time, while the claim progressed to this stage, then I'd say it acted reasonably.

However, Mulsanne allowed Mr C to keep his car longer and it didn't ask for it back until June. Therefore, I think Mulsanne has acted fairly. It has provided Mr C with greater cover than his policy stipulates, and he's also been given some grace to buy a new car. So, I don't uphold this part of the complaint.

Mulsanne has acknowledged a level of delay in its processing the claim, a delay amounting to around three weeks of avoidable delay. Mr C was unhappy with the overall length of the claim. I've reviewed the timeline and I have considered the information Mulsanne has put forward to highlight the other delays weren't caused by itself.

I'm persuaded by the evidence Mulsanne has provided. A significant part of the delay seems to have been caused by the dispute over the settlement offer, and time spent waiting to receive information from Mr C on this. I'm glad to see Mulsanne offered an interim settlement whilst the dispute continued. This is what our service views as good practice, as it still allows a claim to progress even when not every detail is agreed.

There was quite a long delay at the start of the claim also, where Mulsanne was waiting for Mr C to provide information in relation to the validation of the claim. It seems Mr C may have overlooked the first information request that was issued. So, I don't uphold this aspect of the complaint.

I've considered what Mr C has put forward about his displeasure with the cash settlement. I can see there was some challenge made by Mr C during this process, but I think it's clear Mulsanne listened to Mr C's feedback. When making its assessment, Mulsanne extended its research to all four major industry pricing guides and offered a settlement of £6,580. I've checked these guides and as Mulsanne's offer is set at the highest of the four guide prices, I think it has acted fairly.

I appreciate Mr C has provided advertised prices that are higher than this settlement offer. However, our service views the guides as more reliable as they are based on industry wide data for sold prices. Cars are often sold for less than their advertised price. I've also noted, some of the cars Mr C proposed had significantly lower mileage to his own, so this would've impacted the value of the car. So, for these reasons I don't uphold this complaint.

Mr C has requested a significant compensation payment from Mulsanne. I don't think this is appropriate, as I haven't found much Mulsanne has done wrong. I'm not underestimating the difficult time Mr C has experienced, I just don't think it would be fair to lay the blame for this on Mulsanne. I think most of the difficulty is unfortunate, and is a direct result of the accident.

Mulsanne caused a slight delay in the overall timeline and during the investigation, it has accepted it made an error by offering a cash settlement of £6,850 (so accidentally transposing the numbers). It has offered a further £50 compensation for this mistake.

I think for the delays and for the small error in settlement offer, I award £100 in compensation. I appreciate Mulsanne has accepted this, but as it's different to its final

response I will uphold this part of the complaint. However, as the change between my decision and our investigator's decision is not material, I'm going to issue a Final Decision on this complaint.

My final decision

My final decision is that I uphold this complaint. I require Mulsanne Insurance Company Limited to pay Mr C:

- £100 compensation (for distress and inconvenience), which is £50 higher than originally offered. If Mulsanne has already done this, it doesn't need to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 1 January 2025.

Pete Averill
Ombudsman