

## The complaint

Mr O complains that Mulsanne Insurance Company Limited mishandled a claim on a motor insurance policy.

## What happened

The subject matter of the insurance, the claim and the complaint is a sports utility vehicle made by a premium-brand car-maker and first registered in early 2018.

In 2021, Mr O acquired the car subject to an agreement between his organisation and a finance company.

For the year from 1 September 2022, Mr O insured the car on a policy branded with the name of an insurance intermediary. Mulsanne was the insurance company that was responsible for dealing with any claim.

Mr O said he had a provisional driving licence. The policy covered him to drive the car as policyholder. The policy also covered his wife (and no-one else) as a named driver. He said she had a full driving licence.

On 2 June 2023, Mr O (or a family friend on his behalf) reported the theft of the car.

Much of the complaint is about acts, omissions and communications of claims handlers and others on behalf of Mulsanne. Insofar as I hold it responsible for them, I may refer to them as acts, omissions and communications of Mulsanne.

Mulsanne interviewed Mr O, his wife and the family friend.

By a letter dated 10 July 2024, Mulsanne declined the claim, saying that Mr O had provided inaccurate information about the circumstances of the theft.

In mid-August 2024, Mr O complained, through us, to Mulsanne that it should meet the claim.

By a final response dated 30 January 2025, Mulsanne turned down the complaint. It included the following:

*“Our claims team have been given a number of different versions of events and false statements throughout the investigation regarding the theft and as such cannot be sure of which version, if any, is accurate.”*

Our investigator didn't recommend that the complaint should be upheld. She didn't think that Mulsanne treated Mr O unfairly or unreasonably in the circumstances.

Mr O disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- He was on a trip to Africa from early May 2023 to about 9 June 2023.
- During that time no-one used the car besides moving it onto the road for his daughter.
- During his trip, he could not make phone calls.
- His family friend accepts liability for the mistakes he made when communicating with the insurance company.

### **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.

The policy only covered Mr O or his wife to drive the vehicle. If someone else (such as a daughter or friend) was the last person to drive the vehicle before it was stolen, then I wouldn't expect the insurer to cover the theft.

As a separate point, I wouldn't expect the insurer to cover the theft if the policyholder or named driver was responsible for giving conflicting information about the circumstances.

I accept Mr O's evidence that in early May 2023, he left the UK and travelled to Africa. I also accept that he had difficulty in making telephone calls to the UK.

Mr O has said that the family friend impersonated him when reporting the theft to Mulsanne on 2 June 2023. Even after Mr O had returned home on about 9 June 2023, the friend spoke to Mulsanne on Mr O's behalf on 12 June 2023.

Mulsanne took the view that there were inconsistencies in the statements made by Mr O, his wife and the family friend. I agree that there have been inconsistencies in their statements including on the following issues:

- Who last used the vehicle and when and where they parked the vehicle, before the theft
- Who first noticed the theft

I conclude that the inconsistencies were so serious that it wasn't unfair or unreasonable for Mulsanne to decline the claim. So I don't find it fair and reasonable to direct Mulsanne to meet the claim or to pay compensation or to do any more in response to this complaint.

### **My final decision**

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Mulsanne Insurance Company Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 13 June 2025.

Christopher Gilbert

**Ombudsman**