

### The complaint

Mr T complains about the level of service provided by Mulsanne Insurance Company Limited (MICL) after he made a claim on his motor insurance policy. He wants his car fully repaired and compensation for his stress and time taken. Mr T is represented in this matter by his son, but for clarity I have referred to Mr T throughout.

### What happened

Mr T's car was damaged in an accident, and he made a claim to MICL. It said Mr T could take his car to a garage of his choice and obtain a quote for repairs. Mr T took his car to his preferred garage and MICL approved a quote for repairs costing about £11,000. Mr T was asked to pay an additional excess for using his own garage. He paid this even though he said he hadn't been forewarned of this. The garage then ordered the parts needed.

After two months, Mr T was unhappy with the delay in the parts arriving and that the garage didn't provide updates. He was also without transport as a courtesy car hadn't been provided. MICL said this wasn't its responsibility as Mr T was using his own garage. Mr T then decided to remove his car to another repairer, but further damage was caused to his car while it was being reassembled. MICL also declined responsibility for this.

MICL then told Mr T to get an estimate from the second repairer for the further repairs needed. Mr T provided this, but MICL said the estimate was too expensive and it wouldn't approve it. Mr T was unhappy with this, with the stress he was experiencing, with the time spent chasing for updates, with misinformation provided and the delays in repairs.

MICL agreed that it had misadvised Mr T about moving his car to the second garage. MICL said the car needed to go back to the first repairer for full rectification. It said it would reimburse Mr T for all the costs he incurred at the second garage, and it offered him £250 compensation for the stress and inconvenience it had caused by the misinformation. Mr T remained unhappy.

Our Investigator recommended that the complaint should be upheld in part. He explained that we couldn't consider Mr T's allegations of fraud against the first repairer. He thought MICL was entitled by the policy's terms and conditions to ask Mr T to pay an additional excess for using his own garage. He thought MICL wasn't responsible for the initial delays and lack of a courtesy car as this was the garage's responsibility.

But he thought MICL had agreed that it had provided Mr T with misinformation. And he thought it had acted reasonably to put this right by instructing the original garage to repair the car completely and by covering the costs incurred at the second garage. But he thought it should pay £550 in total compensation for the trouble and upset caused to Mr T.

MICL agreed to do this. But Mr T replied that this compensation was insufficient for the level of upset caused over six months. He wanted his car repaired at the second garage. But he did return the car to the original garage for rectification. However, he said there was still unrepaired damage on the car, and he provided photos and video to evidence this. He said the garage wasn't responding to his attempts to make contact. He wanted further rectification completed at a different garage and for MICL to cover the costs. As Mr T didn't agree with the Investigator's view, his complaint has come to me for 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 can understand that Mr T feels frustrated that his car remains unroadworthy some ten months after the accident. And I can see that the claim journey has caused Mr T a great deal of stress, upset, inconvenience and cost. I acknowledge the impact this has had on Mr T and I've looked at Mr T's claim journey to see whether MICL has acted fairly and reasonably.

From what MICL has told us, Mr T decided to have his car repaired at a garage of his choice rather than through its approved repairer network. And it said Mr T had understood that this would incur an additional policy excess of £350. I can see that the benefits of using an approved, rather than non-approved repairer are set out on page 4 of the policy booklet:

#### *“Approved Repairer*

*An approved repairer will be appointed if the damage to your vehicle is covered by this policy.*

#### *The approved repairer will:*

- provide you with a courtesy car during the time they take to repair your vehicle. This is subject to availability.*

#### *Section 5: Courtesy Car will tell you all you need to know.*

- guarantee the repair work for 5 years.*
- include the cost to repair or recalibrate any ADAS if it is needed as part of your damage claim.*

#### *Not using the approved repairer means that:*

- you get none of the approved repairer benefits above.*
- you will need to pay an additional £350 excess towards any damage, so if the excess on your schedule is £500, it will be increased to £850.”*

MICL contacted Mr T about the accident when it received allegations from the other driver's insurer. Mr T said there was little damage to his car, and he was undecided about whether to make a claim for repairs. He asked MICL if he could use his own repairer. And it said he could provide an estimate for it to authorise and then pay if approved.

I can see from MICL's file that Mr T wasn't warned about the additional policy excess and the limitations of using his own repairer when he first contacted MICL's agent about the claim. But he was warned of the additional excess after he had taken the car to the repairer, and he then agreed to pay it to avoid the hassle of having to move the car.

I think the additional policy excess is in keeping with standard industry practice and I think it was clearly set out in the policy's terms and conditions, and again on the policy schedule. And so I think it was fair and reasonable for MICL to charge it. I note that Mr T's total policy excess was £1,000. So with the additional excess, he had to pay £1,350.

Mr T was unhappy with the repairs carried out by his garage and with the lack of a courtesy car. But MICL explained that it wasn't responsible for these as Mr T wasn't using an approved repairer. And it advised Mr T to take this up with his garage. And I think this was in keeping with the policy's terms and conditions, as set out above.

And from the calls, Mr T asked MICL right at the start of the claim if he could use his own garage, recommended by friends, rather than a network repairer. I think MICL should have then pointed out to Mr T the policy limitations set out above. But I'm satisfied they were clearly set out in the policy booklet, and they were in keeping with standard industry practice.

And I don't think Mr T would have acted differently if MICL had drawn his attention to the policy limitations at the start of the claim. This is because I think he had already decided to use the repairer recommended by friends. He told us he'd been to look at the garage and noted the prestige cars being repaired. And he thought this was a good sign. So I can't say that MICL's lack of warning made any difference to Mr T's choice.

Mr T said that following MICL's guidance he then transferred the car to another repairer. He said this second repairer was approved by MICL. But MICL wouldn't approve the estimate for rectification, and it disagreed that it had authorised Mr T to take his car to this repairer.

However, looking at MICL's notes, I think there has been much confusion and misunderstanding. I can see that MICL's agent did agree to have an approved repairer undertake rectification work on Mr T's car when it wasn't responsible for the initial repairs. It said it would then deduct this cost from the payment made to the first repairer. And its notes also state that it hadn't followed its process because it instructed the car to be taken to its approved repairer when it incorrectly thought this was the initial repairer.

So Mr T's car was taken to the second repairer where it was stripped, and a rectification estimate for about £11,000 was provided. But MICL declined to authorise this due to the cost. When Mr T complained, MICL said there had been poor claim handling ("a mess") and "multiple counts of mis-advice".

Mr T thought MICL should honour its agreement to have the car rectified at the second garage. But this agreement was made due to an error. And I don't think it would be fair or reasonable for Mr T to benefit from this.

But when an insurer makes an error, as MICL accepts it has done here, we expect it to restore the consumer's position as far as it's possible to do so, and we expect it to compensate the consumer for the impact of the error.

Without MICL's error, Mr T wouldn't have taken his car to the second repairer and would have been told to ask the first repairer to rectify the work. To put things right for Mr T, MICL agreed to pay for his car to be reassembled and recovered to his initial repairer for rectification to be made. It said it would also cover the second repairer's fee for providing an estimate and storage costs. But it said it wasn't liable for the rectification work. However, it had already paid the first repairer's invoice and this repairer agreed to make good the repairs to Mr T's car.

So Mr T hasn't incurred any further costs because of MICL's errors. And I think it's offer put him back in the position he would have been in without the mis-advice and misunderstanding. That is, his car would be returned to the first garage for rectification work.

Mr T thought his signature had been forged on the first garage's collection note in order to get payment made. MICL couldn't comment on this. And the Investigator has already explained that it's not our role to investigate this. I can understand Mr T's reluctance to continue using the garage. But I can't say that MICL has any responsibility for this.

Mr T has told us that his car has now been returned to the first garage for rectification, but he remains unhappy with the quality of these repairs and there are other issues. He said the garage hasn't responded to his contacts. And he said MICL had told him it was no longer involved.

I sympathise with Mr T's position. But I'm satisfied that MICL made it clear to Mr T that as he had used his own choice of garage, then it was for him to take action against it if he was unhappy with the repairs. MICL authorised the estimate provided by the garage and then it paid its invoice when it was presented. And so I'm satisfied that MICL acted in keeping with the policy's terms and conditions. And so I can't say that MICL needs to do anything further about the rectification of the repairs made by the first garage.

In terms of impact, our Investigator recommended that MICL should pay Mr T £550 in total compensation for the trouble and upset caused by its errors. Mr T wanted further compensation for the delays and inconvenience. But I can only consider the errors caused by MICL and its agents, not those caused by Mr T's garage.

I can see that the misinformation MICL's agents provided created a false expectation that it would pay for the rectification at the second repairer. And I think this caused a further delay in getting the car repaired. Mr T was also caused frustration, stress and upset by this, as evidenced in his phone calls. I think an award of £550 is in keeping with our published guidance for the trouble and upset caused by the misinformation and the effort needed to put things right. And so I think it's fair and reasonable. And I don't require MICL to increase this.

### **Putting things right**

I require Mulsanne Insurance Company Limited to pay Mr T £550 in total compensation for the distress and inconvenience caused by its level of service.

### **My final decision**

For the reasons given above, my final decision is that I uphold this complaint in part. I require Mulsanne Insurance Company Limited to carry out the redress set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 14 January 2026.

Phillip Berechree  
**Ombudsman**