

The complaint

Mr P is unhappy with the service provided by Mulsanne Insurance Company Limited (Mulsanne) following a claim made on his car insurance policy.

Mulsanne is the underwriter of this policy. Part of this complaint concerns the actions of third parties instructed on the claim. Mulsanne has accepted that it is accountable for the actions of third parties instructed by it. In my decision, any reference to Mulsanne includes the actions of any third party instructed by Mulsanne during Mr P's claim.

What happened

In May 2023 Mr P contacted Mulsanne to report that his car had been stolen. Mr P confirmed the theft had been reported to the policy. The facts of Mr P's claim are well known to Mr P and Mulsanne. So, I haven't repeated them in detail here.

Several months passed and Mr P didn't hear anything about the outcome of his claim. Mr P complained about Mulsanne's lack of management of his claim, and failure to update him about the outcome.

Mulsanne considered Mr P's concerns but didn't offer to do anything in settlement of Mr P's complaint. Mulsanne said the main reasons for the delay including it waiting for a copy of the police report, and Mr P's failure to provide both sets of keys for the insured car. Unhappy with Mulsanne's response, Mr P brought his complaint to the Financial Ombudsman Service.

During our Investigation Mulsanne agreed to settle Mr P's claim in line with the terms and conditions of his policy. Mr P said Mulsanne should also pay for his travel costs for the extended period he had been without use of his car, and the funds to buy a replacement car. The Investigator considered the evidence and said Mulsanne must do more to put things right. The Investigator said Mulsanne should pay for Mr P's travel costs from when he was without a car at the start of the claim, and compensation of £100 to reflect the inconvenience caused to Mr P.

Mulsanne agreed to reimburse Mr P's travel costs from the date the police report was received to reflect the delay caused by it from this date until the date the claim was settled. Mr P didn't agree with Mulsanne's offer to put things right. As the complaint couldn't be resolved it has been passed to me for decision.

I issued a provisional decision on Mr P's complaint. This is what I said about what I'd 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'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that has happened or been argued is set out above, I've read and considered everything that has been provided.

The dispute on this case concerns the duration for which Mulsanne, on balance, is responsible for the delay in settling Mr P's car insurance claim. Mulsanne has already agreed to pay for the cost of Mr P's travel expenses from the date the police report was received. The dispute now relates to the travel expenses incurred by Mr P from the start of the claim until the police report was received in July 2024. So, I've focused my provision decision on this point.

I've seen that Mulsanne first sent a request for the police report on 27 June 2023. I haven't seen evidence of the requests previously sent to the police. But the case notes show that a detailed request was sent on 21 December 2023.

For the period between 27 June 2023 and 21 December 2023 I'm minded to say Mulsanne is responsible for this delay. I say this because it would appear that the claim didn't progress with the police during this time because of the wrong form being used for Mulsanne's application, or insufficient evidence being provided in support of the request. I'm minded to say this delay on the claim is avoidable delay because of the information requests to the police not being properly managed from the start.

I'm persuaded Mulsanne provided all that it could to the police in December 2023. I've seen that it wasn't until 3 July 2024 that Mulsanne received a response to its request for the police report. I'm persuaded Mulsanne was actively chasing the police for a response between December 2023 and July 2024. So I'm minded to say it's not fair or reasonable to hold Mulsanne responsible for the delay during this time as this was outside of its control.

As I've determined that Mulsanne is responsible for six months of the claim where there were avoidable delays caused, I think it's reasonable for Mulsanne to pay Mr P's travel costs for this duration. Mulsanne has already agreed to pay for travel costs from when the police report was received- which I can see from the case notes happened on 3 July 2023. I'm minded to say it should also pay Mr P's travel costs for another six months of the total claim duration.

All things considered I'm persuaded a fair outcome is for Mulsanne to compensate Mr P for his travel costs incurred from 3 January 2024 until the date the claim was settled. I say this because I'm persuaded this reflects the additional six month period that Mulsanne is responsible for avoidable delays on the claim, and the period Mulsanne caused delay from 3 July 2024 when the police report was received (the latter which Mulsanne has already agreed to compensate for).

The Investigator recommended Mulsanne pay Mr P £100 in reflection of its poor handling of Mr P's claim. I'm minded to say this amount should be increased to £300. I say this because I have identified two lengthy periods of delay during the claim where Mulsanne didn't progress the claim as effectively as it ought to have done, and caused avoidable delay in dealing with the claim. Because of this Mr P was left chasing Mulsanne for updates, and this caused him a level of stress and inconvenience beyond what we'd expect for a claim of this type. I'm persuaded £300 represents the upset caused to Mr P because of Mulsanne's poor claim handling, and is in line with what this Service would direct in the circumstances.

Putting things right

For the reasons set out above, I intend to uphold this complaint and Mulsanne Insurance Company Limited to settle the complaint as follows:

- 1. Pay any outstanding travel costs of Mr P's for the period from 3 January 2024 until the date the claim was settled;*

2. *Pay interest* at 8% simple per year on (1) from the date Mr P paid this cost to the date of payment by Mulsanne; and*
3. *Pay Mr P £300 for distress and inconvenience.*

**If Mulsanne Insurance Company Limited considers that it is required by HM Revenue & Customs to take off income tax from that interest, it should tell Mr P how much it has taken off. It should also give Mr P a certificate showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.*

My provisional decision

I'm minded to uphold this complaint and Mulsanne Insurance Company Limited to settle Mr P's complaint as detailed above.

The responses to my provisional decision

I invited both Mr P and Mulsanne to respond to my provisional decision.

Mulsanne responded and said it had *'already paid the £100 redress, and agree to pay the travel costs from the date the police report was received, but not prior. The claims team confirm that they have requested evidence of travel costs after the date the police report was received in order to reimburse, but nothing has been received.'* Mr P didn't respond to the provisional 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've carefully considered Mulsanne's submissions. But I don't think these comments materially change the outcome of Mr P's complaint, or my direction for putting things right. These comments offer nothing new to what Mulsanne has already said and has been addressed in the provisional decision. So I'll be directing Mulsanne to put things right as set out in my provisional decision.

Mulsanne has commented on Mr P's failure to provide evidence of his travel costs in response to previous requests for this evidence. Mr P has provided this Service with evidence of his travel costs covering the period from after the incident until the date it was settled. I can see this has been sent to Mulsanne during our investigation. I note some of this evidence doesn't support the timeframe for which my final decision relates to. Mr P is encouraged to work with Mulsanne to provide evidence of travel costs for the period from 3 January 2024 until the date the claim was settled, as per my direction for putting things right.

Putting things right

For the reasons set out above, I intend to uphold this complaint and Mulsanne Insurance Company Limited to settle the complaint as follows:

1. Pay any outstanding travel costs of Mr P's for the period from 3 January 2024 until the date the claim was settled;
2. Pay interest* at 8% simple per year on (1) from the date Mr P paid this cost to the date of payment by Mulsanne; and

3. Pay Mr P £300 for distress and inconvenience (if any of this amount has already been paid, Mulsanne is directed to pay the outstanding amount only).

*If Mulsanne Insurance Company Limited considers that it is required by HM Revenue & Customs to take off income tax from that interest, it should tell Mr P how much it has taken off. It should also give Mr P a certificate showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

My final decision

For the reasons provided I uphold this complaint.

Mulsanne Insurance Company Limited is directed to follow my directions for putting things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 11 December 2025.

Neeta Karelia
Ombudsman