

The complaint

Mr H has complained that he wasn't provided with a courtesy car when he made a claim. Mr H bought a car insurance policy with the insurer Mulsanne Insurance Company Limited.

Mr H says the policy was mis-sold to him.

All reference to the insurer Mulsanne in my decision includes its agents.

Mr H is being represented by 'D' in his complaint. I've referred to Mr H as the complainant in my decision.

What happened

Mr H bought a car insurance policy with Mulsanne. He made a claim in November 2021 as his car was involved in an incident.

Mr H's car was deemed a 'write off' and Mulsanne settled the claim as a total loss. Mr H complained that he hadn't been provided with a courtesy car.

In February 2022 Mulsanne accepted it had caused a delay in arranging for Mr H's car to be inspected. It explained that the first approved repairer (AR) wasn't able to offer a courtesy car in the event Mr H's car was repairable. This was because of Mr H's young age as the AR had restrictions on their business insurance. This led to a delay of around two weeks. Mr H's car was inspected at another approved repairer which resulted in the decision to settle the claim as a total loss.

As Mr H's policy doesn't provide provision for a courtesy car where the car is deemed a total loss, Mulsanne didn't uphold this part of the complaint. But for the delay caused in having his car inspected by an AR, it offered Mr H £100 compensation.

Mr H remained unhappy and asked us to look at his complaint. Our investigator didn't think Mulsanne had acted unreasonably.

Mr H doesn't agree and wants an ombudsman to decide. In summary Mr H says the policy was mis-sold because an AR couldn't offer him a courtesy car due to his age - and this wasn't set out under the policy terms.

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 considered this complaint against the insurer of the policy as it sets out the terms and conditions - and is responsible for any claims made under the policy. Mr H says those terms meant he wasn't entitled to a courtesy car because of his age - so he says the policy with Mulsanne wasn't one he would have bought if he had known this.

Mr H says he should have been provided with a courtesy car in the time between making his claim and Mulsanne arranging a date for his car to be inspected.

However, Mr H's policy clearly explains the circumstances where the insurer will not provide a courtesy car. It says it will not provide one where a car is written off (a total loss). A courtesy car is available for the duration of repairs: this isn't an unusual policy term.

From the timeline, Mr H reported the incident on 22 November 2021. On 6 December 2021 Mr H's car was booked in with an AR that could provide a courtesy car (if repairable) for 13 December 2021. The AR was closed over the Christmas period from 24 December 2021 to 4 January 2022. The total loss report was received by the insurer's agent on 5 January 2022 and the claim was settled.

I don't agree that Mr H's policy was mis-sold to him because a courtesy car couldn't be provided due to his age. Mulsanne explained that *one* of its approved repairers wasn't able to - had Mr H been entitled to one. But it was able to find another repairer that would have been able to provide a courtesy car to Mr H. This however caused a delay. In any event the outcome meant Mr H would never have been entitled to a courtesy car as his car was deemed a total loss.

There's no dispute that there was a delay in appointing an AR to inspect Mr H's car. Some of the delay was outside the control of the insurer's agent. I think the compensation offered by Mulsanne of £100 for the inconvenience caused by the delay is reasonable in this case.

It isn't an unusual condition under most motor insurance policies for a courtesy car to be available for the duration of repairs, but not when a car is written off or stolen. Some insurers offer additional cover for a premium where a courtesy car is immediately available for a limited period even if a car is deemed a write off or stolen. I haven't seen any evidence that Mr H had such additional cover.

So I think Mulsanne treated Mr H fairly and in line with the terms and conditions of the policy.

My final decision

Mulsanne Insurance Company Limited has made an offer to pay £100 to settle the complaint for the delay caused and I think this offer is fair in all the circumstances.

So my decision is that Mulsanne Insurance Company Limited should pay £100 to Mr H if it hasn't already done so.

Mulsanne Insurance Company Limited must pay the compensation within 28 days of the date on which we tell it Mr H accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 3 November 2023.

Geraldine Newbold
Ombudsman