

The complaint

Miss P complains that Mulsanne Insurance Company Limited declined her claim on her motor insurance policy. She wants it to deal with her claim.

What happened

Miss P said she swerved to avoid an animal and damaged her car when she hit a post. Mulsanne delayed dealing with her claim. But it later declined it as it said there had been inconsistencies in Miss P's accounts of what had occurred, and it couldn't validate her claim. But it agreed there had been problems in the claim handling so that Miss P's car wasn't recovered, and it collected parking tickets. Mulsanne offered to consider these. But Miss P wanted Mulsanne to deal with her claim.

Our Investigator didn't recommend that the complaint should be upheld. He thought Mulsanne had reasonably declined the claim, in keeping with the policy's terms and conditions, due to the inconsistencies. But he thought Mulsanne had fairly offered to consider the parking charges when Miss P provided evidence for these. He thought it needn't do anything further.

Miss P replied that Mulsanne's agent had given her incorrect advice when she first reported the claim. She said Mulsanne hadn't considered CCTV footage of the location of the incident. Miss P asked for an Ombudsman's review, so her 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.

Miss P has explained that the declined claim has left her with serious financial difficulties. I was sorry to hear this. Our approach in cases like this is to consider whether the insurer's acted in line with the terms and conditions of the policy and fairly and reasonably.

Mulsanne relied on section 12.2 of the policy booklet "General Conditions – Fraud" to decline the claim:

"You must always answer our questions honestly and provide true and accurate information.

If you, anyone insured by this policy or anyone acting on your behalf provides us with false, exaggerated, or misrepresented information, we will take one or more of the following actions:

- *Cancel your policy, under certain circumstances this may be with immediate effect,*
- *Refuse to pay your claim or only part of your claim,*
- *Recover any costs incurred from you or any other insured person."*

Mulsanne said it had been unable to validate the claim because of the inconsistencies in Miss P's statements. It said it was concerned that:

- Miss P was unable to confirm the incident location until almost a month after the incident date. And she was unable to recall which route she took travelling home on the night of the incident. Miss P explained that she had memory loss and so couldn't recall the location or her route at the time. But Miss P didn't seek medical advice and so there's no evidence to substantiate this claim. And as Miss P couldn't recall the location when she first reported the accident, this means that any CCTV evidence would be lost.
- Miss P explained that she had swerved to avoid an animal. But Mulsanne thought this was inconsistent with the evasive action she took. It thought that based on the little sleep Miss P said she had on the night of the incident, she could not have been alert and well rested whilst driving. So it thought the incident was a result of lack of sleep, rather than an animal on the road. Miss P said she usually slept little. But I don't think this accounts for the actions she took to avoid something in her path she couldn't positively identify when she said she was travelling at a low speed.
- Miss P was unable to explain how and why after the incident she travelled a mile further in a different direction to her home address. And why she left the scene without reporting it. Miss P's car was badly damaged and unroadworthy, so I think she would have had difficulty in travelling a further mile after the incident. The nature of Miss P's occupation means that she should have been aware that her car would collect parking tickets. But she didn't then inform the council or police to try and prevent this.
- Miss P was unable to recall a lot of the events surrounding the incident, and because the emergency services were not called on the night, it was difficult to validate the circumstances. Miss P said she was told she didn't need to inform the police of the accident. And, from listening to the notification call, the agent did tell her this. But it means that validating evidence couldn't then be provided.
- Miss P said she had lost her memory of the incident after she had reported it to Mulsanne. But she hadn't sought medical advice about this, so Mulsanne was unable to validate it. Miss P said Mulsanne's agent had said her memory loss was due to shock. But, again from the phone call, this isn't supported by the evidence. Miss P when she reported the accident seven hours afterwards didn't complain about memory loss.

So I'm satisfied that there were inconsistencies in Miss P's statements and a lack of evidence to enable Mulsanne to validate her claim. And so I'm satisfied that it was fair and reasonable for Mulsanne to rely on the policy's terms and conditions to decline Miss P's claim.

Mulsanne didn't recover Miss P's car as she thought it would. And so it collected parking tickets. I think Mulsanne reasonably offered to consider these if Miss P would forward them. I don't require it to do anything further.

My final decision

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 8 January 2024.

Phillip Berechree
Ombudsman