

The complaint

Ms G complains that Mulsanne Insurance Company Limited declined her claim made on her motor insurance policy after she had an accident whilst driving her parents' campervan. She wants it to pay the claim.

What happened

Ms G had an accident when she was driving her parents' campervan and she made a claim using the "driving other cars" provision of her policy. But Mulsanne declined the claim as it said the policy didn't cover campervans. Ms G said the policy terms don't exclude campervans. And she was unhappy that Mulsanne hadn't asked for details about the vehicle before it made its decision.

Our Investigator recommended that the complaint should be upheld. She thought the policy terms and conditions didn't exclude vans or similar vehicles from cover under the "driving other cars" provision. She thought Mulsanne should consider the claim for third party injury and/or property damage and pay Ms G £100 compensation for the trouble and upset caused.

Mulsanne replied that it didn't consider a van the same as a car and so it thought Ms G wasn't covered by the driving other cars provision. It said it couldn't list all the types of vehicles excluded from cover. So it relied on using the term "cars".

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.

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 said that, in keeping with the policy's terms and conditions, Ms G wasn't covered for the driving the other cars policy extension because she had been driving a campervan and not a private motor car. It said that it doesn't provide cover for any other vehicles than cars.

The Insurance Product Information Document (IPID) for Ms G's policy states under restrictions on cover:

"When driving other cars, your level of cover is restricted to third party injury and third party property damage. If your Certificate of Motor Insurance states that you have the driving other cars extension you can drive other cars not hired or belonging to you or your partner."

Ms G's Certificate of Motor Insurance states:

"The Policyholder may also drive a Motor Car not belonging to him/her and not hired under a hire purchase agreement."

And the policy document on page 18 under Section 4 "Liability to other people - Driving other cars", states:

“This cover only applies if the vehicle is a private motorcar and not a commercial vehicle, a motorcycle or a car used for public or private hire”.

Mulsanne said the van was classed as a commercial vehicle in keeping with industry practice. It said a van didn't have to be used for commercial purposes to be classed as a commercial vehicle.

But, from a little research, I can see that combi vans, like Ms G's parents' van, if used for private leisure purposes are classified by HMRC as a car for some purposes rather than as a commercial vehicle. And Ms G was evidently of the understanding that the vehicle was classed by DVLA as a car. She brought this to Mulsanne's attention, but I can't see that it responded to this point.

And I don't think it would be fair and reasonable to expect a consumer to understand from Mulsanne's policy document that the combi van wasn't covered under the driving other cars policy extension. This is because “private car” isn't anywhere defined. And I think it would be fair and reasonable for Mulsanne to provide sufficient clear information so that a consumer understood the vehicles they were entitled to drive under the policy. And the exceptions offered under the driving other car's extension don't exclude vans, camper vans or combi vans.

So, as the policy terms and conditions don't exclude Ms G from driving a campervan, then I think it was unfair for Mulsanne to decline Ms G's claim. And I think it should now consider the claim for third-party injury and/or property damage received under the driving other cars policy extension.

Mulsanne's unfair rejection of the claim has caused Ms G stress and anxiety over a period of time. And I think Mulsanne should reasonably compensate her for this. Our Investigator recommended £100 compensation, and I think that's fair and reasonable as it's in keeping with our published guidance.

Putting things right

I require Mulsanne Insurance Company Limited to do the following:

1. Consider Ms G's claim for third-party injury and/or property damage received under the driving other cars policy extension.
2. Pay Ms G £100 compensation for the distress and inconvenience caused by its handling of her claim.

My final decision

For the reasons given above, my final decision is that I uphold this complaint. 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 Ms G to accept or reject my decision before 2 October 2023.

Phillip Berechree
Ombudsman