

The complaint

Dr M complains about the decision of Mulsanne Insurance Company Limited to decline a motor insurance claim.

What happened

The following is intended only as a brief summary of events. Dr M had motor insurance policy providing cover for a car. The policy was underwritten by Mulsanne. In March 2023, Dr M's car was stolen, and a claim was made under the policy.

Mulsanne declined the claim, as a requirement of the policy is that the insured vehicle be fitted with a tracker. And there was no tracker fitted to Dr M's car. Dr M was unhappy about this and complained, saying that, when the policy was taken out, agreement that the car had a tracker had not been given.

Dr M's complaint was brought to the Ombudsman Service. Dr M also has a complaint about the sale of the policy, but this current complaint is looking only at the claim decision. The two events occurred at separate times, and relate to separate regulated activities.

Our Investigator thought it was fair and reasonable for Mulsanne to decline the claim. Dr M asked for an Ombudsman's decision, so this case has been passed to me.

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.

Having done so, I am not upholding Dr M's complaint. I'll explain why.

I understand that Dr M is unhappy with the sales process for the policy. As mentioned, this is being looked at separately. In terms of the current complaint, my role is effectively to consider whether Mulsanne acted fairly and reasonably in declining the claim, based on the terms of the policy that exist.

The policy itself says:

"Theft (or attempted theft) claims will only be covered if the required security requirements for your vehicle are met.

Additional security includes alarms, immobilisers and tracking devices and the requirement for your vehicle will be noted on your schedule."

Dr M's schedule says:

"You'll only be covered for theft and attempted theft claims if you have a Thatcham-approved tracking device."

It is not disputed that Dr M's vehicle did not have a tracking device. And whilst Dr M may be

unhappy with the sales process that led to these policy terms being included, they do form part of the contract of insurance that Dr M has with Mulsanne.

Given that the claim made is as a result of theft, and the vehicle that was stolen did not have a tracking device, I consider Mulsanne acted fairly and reasonably by applying these terms. This means that the theft was not covered by the policy. It follows that Mulsanne's decision to decline the claim was fair and reasonable in the circumstances.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Dr M to accept or reject my decision before 25 October 2024.

Sam Thomas
Ombudsman