

The complaint

Mr G complains that Trinity Lane Insurance Company Limited mishandled his claim on his motorhome insurance policy.

Where I refer to Trinity Lane, I include its claims-handlers, its repairer and others insofar as I hold Trinity Lane responsible for their acts or omissions.

What happened

The subject matter of the claim and the complaint is a motorhome that had been made in about 2001.

For the year from March 2021, Mr G had the motorhome insured on a comprehensive policy. Trinity Lane was the insurance company that was responsible for dealing with any claim. Each claim was subject to a policy excess of £150.00.

Unfortunately, on 2 June 2021, the motorhome suffered accidental damage to its nearside wing mirror and electric step. Mr G reported the damage to Trinity Lane.

Trinity Lane instructed repairers. Mr G complained to Trinity Lane about delays.

On about 25 June 2021, Trinity Lane told Mr G that its estimator was having to self-isolate.

On about 7 July 2021, Trinity Lane said that the repair garage had trouble trying to source replacement parts. But Mr G contacted the vehicle manufacturer and found that the step was available straight away.

Trinity Lane collected the vehicle from Mr G on about 19 July 2021.

When he went to collect the vehicle on 28 July 2021, Mr G tried the replacement step and it failed. The garage did further work to put that right.

Mr G brought his complaint to us on 10 September 2021 before he got his vehicle back the same day.

Trinity Lane waived the policy excess of £150.00.

our investigator's opinion

Our investigator recommended that the complaint should be upheld in part. She thought that the actions that Trinity Lane took with regards to the repairs were reasonable. She thought that the policy excluded loss of use. However, she thought that the rectification work took further time. The investigator recommended that Trinity Lane should credit Mr G with an additional £200.00.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mr G and to Trinity Lane on 4 May 2022. I summarise my findings:

I hadn't seen enough evidence to show what would've been a reasonable time to assess the vehicle and to complete a repair including a repair of the wooden floor. It was for that reason that I wasn't minded to find that Trinity Lane took more than a reasonable time.

Trinity Lane was responsible for incorrectly raising Mr G's expectation that he could collect the vehicle in late July 2021 and for his disappointment that it still needed further work to the floor and step.

Subject to any further information from Mr G or from Trinity Lane, my provisional decision was to uphold this complaint in part. I intended to direct Trinity Lane Insurance Company Limited to pay Mr G £100.00 for distress and inconvenience.

Trinity Lane agreed with the provisional decision and says it has issued £100.00 compensation as suggested.

Mr G disagreed with the provisional decision. He says, in summary, that:

- He had bought the vehicle as it was the only way he could have a holiday with his grandchildren.
- Trinity Lane should've undertaken a proper inspection of the vehicle rather than relying on his pictures as the basis for quotation. An inspection would've properly assessed the necessary repairs, established a time scale and avoided subsequent problems and delays, including the need to commission an engineer.
- The fuel pump inertia switch turns off the fuel pump if the vehicle is involved in an accident. In certain incidents such as a blown tyre or hitting a pothole, the switch has the potential to trip. The only time the switch activated was when the garage drove the vehicle. This delay was more than likely caused by the vehicle being poorly driven and shows a potential for further damage to have been caused. The "electrical repair " was no repair at all, it was just a matter of pressing a button and one would expect that any garage would know that.
- He had made holiday arrangements based on the anticipated repair time. He had to get involved in multiple phone calls and had to change his arrangements.
- The delay claimed to be parts unavailability was shown to be mendacious.
- Removal of the old step would have revealed any damage to the floor as it has to be fixed to it. After an improper repair, one end of the step came free.
- It cannot be the case that an insurer can have an unlimited amount of time to effect repairs and use repairers whose performance is less than competent. There has to be a constraint and penalty of some sort which reflects him having to cancel arrangements made on the understanding of how long repairs would take.
- The sum recommended doesn't even cover the loss of tax and insurance which he

continued to pay.

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.

The Financial Ombudsman Service is bound by the Financial Conduct Authority's dispute resolution rules. We investigate a complaint by a consumer against an insurance company or other regulated financial firm.

We consider whether the firm has – by act or omission – treated the consumer unfairly. Where we find that it has, we look at the impact on the consumer. We assess compensation at a level to try to put right that impact. We don't assess compensation at a level to penalise or deter unfair acts or omissions.

We look at the actual impact rather than the potential impact, for example of a safety breach. Under the rules, we can't consider the impact on the consumer's spouse who (for example because the insurance didn't cover the spouse) isn't an eligible complainant.

I hold Trinity Lane responsible for repairing Mr G's vehicle to a satisfactory standard and in a reasonable time. I hold Trinity Lane responsible for the performance of its repairer.

Section 5 of the policy covered damage to the vehicle. The policy terms had the following exceptions:

"Exceptions to sections 5, 6 and 7

What sections 5, 6 and 7 do not cover

a...

b An amount of money to compensate you for not being able to use your vehicle and any other expenses you have to pay because of this.

c Loss of value, and wear and tear....

k Mechanical, electrical, electronic, computer or computer-software breakdowns, failures, faults or breakages."

So the policy didn't cover loss of use of the vehicle or wear and tear or electrical faults. Mr G has submitted that a failure by Trinity Lane to repair his vehicle to a satisfactory standard in a reasonable time would mean those exceptions become invalid. I don't agree with that, but that doesn't affect the outcome for reasons I'll explain.

Mr G reported that the vehicle had hit a tree branch that had hit his wing mirror and become stuck between the step and a wheel.

I find that the incident in June 2021 damaged not only the step but also caused damage to the wooden floor to which it was secured. I say that because that is what the engineer reported in mid-August 2021. So I don't find that the damage to the floor was wear and tear.

I accept that Mr G wanted to take his family on holiday during the summer, so he wanted the vehicle repaired as soon as possible.

I don't consider it unusual or unfair that Trinity Lane asked Mr G for images of the damage and used them to assess likely repairs. I accept that damage is sometimes not apparent until after some dismantling.

What constitutes a reasonable time for a repair is, in my view, a question of evidence.

I accept Mr G's statement that the fuel switch had operated. I don't consider that to be an electrical fault. But I find that Mr G has fallen short of showing that Trinity Lane caused that. In any event, Trinity Lane resolved that problem.

In my view, Mr G has fallen short of showing that the information about waiting for spare parts was "*mendacious*". But I consider that Trinity Lane should've been clearer about the issues around spare parts.

I find it likely that the repair garage should've discovered before Mr G discovered in late July 2021 that the step repair hadn't worked.

Mr G didn't get the vehicle back until about 10 September 2021.

However, I haven't seen enough evidence to show what would've been a reasonable time to assess the vehicle and to complete a repair including a repair of the wooden floor. It is for that reason that I don't find that Trinity Lane took more than a reasonable time.

Therefore I don't find Trinity Lane responsible for Mr G's loss of use of the vehicle over the summer. And I don't find it fair and reasonable to direct Trinity Lane to pay any compensation for that or for the wasted costs of road tax and insurance.

Generally, I'm satisfied that Trinity Lane kept Mr G informed of progress. But I consider that Trinity Lane is responsible for incorrectly raising Mr G's expectation that he could collect the vehicle in late July 2021 and for his disappointment that it still needed further work.

Putting things right

I give Trinity Lane credit for waiving the excess of £150.00. Overall, I find it fair and reasonable to direct Trinity Lane to pay Mr G £100.00 for distress and inconvenience.

My final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part. I direct Trinity Lane Insurance Company Limited to pay Mr G £100.00 for distress and inconvenience if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 27 June 2022.

Christopher Gilbert

Ombudsman