

## **The complaint**

Mr G complains that Trinity Lane Insurance Company Limited (Trinity) unfairly declined his claim for damage caused by driving over a pothole, under his motor insurance policy.

## **What happened**

Mr G contacted Trinity to make a claim for a cracked dashboard panel. He says he drove over very deep potholes, which caused this damage.

Mr G says Trinity declined the claim. It told him the crack was the result of wear and tear, which isn't covered by his policy. Mr G says he's been contacted by other companies he isn't insured with. He says he doesn't have a contract with Trinity but that his contract is with the broker that administers his policy. Mr G wasn't satisfied with Trinity's handling of his claim and complained.

In its final complaint response Trinity says it instructed an engineer to examine the damage Mr G had reported. The engineer found no evidence of damage caused by driving over a pothole. The engineer concluded the damage had been caused by the veneer panel becoming brittle over time.

Mr G disagreed and so Trinity instructed another engineer to assess the damage. The second engineer arrived at the same conclusion. Based on this information Trinity declined Mr G's claim relying on its policy exclusion for damage caused by wear and tear.

Mr G didn't think he'd been treated fairly and so he referred the matter to our service. Our investigator didn't uphold his complaint. She thought the engineer's reports were persuasive and showed the damage had most likely been caused gradually. This meant Mr G's claim was excluded under the wear and tear policy term.

Our investigator explained that Mr G had arranged his insurance through a broker. This broker was also responsible for administering his policy on behalf of Trinity. She says Mr G had been provided with the correct policy terms when his policy was inception. But if he had concerns about the information he was given he can contact his broker to complain.

Mr G didn't agree with our investigator's view and asked for an ombudsman to consider his complaint.

It has been passed to me to decide.

## **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'm not upholding Mr G's complaint. Let me explain.

The policy documentation Mr G's broker sent to him confirms Trinity is his insurer. I acknowledge what he says about only having a contract with his insurance broker. But that

isn't correct. He has an agreement with Trinity to provide his motor insurance policy cover. As our investigator explained, if Mr G has concerns about the information he received when taking out his policy, he should contact his broker.

I've thought about Mr G's view that the crack in his dashboard panel is the result of driving over potholes. I'm not an expert mechanic so I've relied on the opinion of those who are. Trinity instructed two engineers to assess the cause of the damage. I think this was fair given Mr G disagreed with the first engineer's findings.

I've read both engineer's reports and copied the relevant excerpts below:

*"The purpose of my inspection was to check if the vehicle has suffered an impact from going over a pothole. Inspection of the insureds vehicle it was noted no issues with suspension, wheels or tyres consistent with hitting a pothole hard.*

*After inspecting the vehicle it is my opinion that the veneer has become brittle over the years, the centre console piece is cracked in both corners and down the centre of the thinnest part, if the parts weren't so brittle they would not have cracked years of wear and tare [sic] have built up and have finally given up and broken."*

And:

*"The FAKE WOOD VENEER Panel that is stuck on the Dashboard has cracked and some parts have broken off. This is a KIT which can be purchased to give a Wood Effect. Although we don't know when this was fitted (prior to the Insured purchasing the vehicle) it would appear over a period of time and the heat from the sun it has become brittle. We do not feel that the vehicle hitting potholes would have caused this damage in our opinion."*

Trinity's policy terms say:

*"Section 5 Damage to your vehicle*

*Exceptions to sections 5, 6 and 7 – what sections 5, 6 and 7 don't cover.*

*c) loss of value, and wear and tear."*

Under the 'Endorsements' section the policy terms say:

*"Your insurance does not cover the following.*

- Any wear and tear"*

Having considered this information, both engineers conclude the damage to the dashboard panel was caused by wear and tear. Neither engineer thought the damage was caused by Mr G driving over potholes.

I think this is persuasive evidence to support Trinity's decision not to cover Mr G's claim. This is because the damage he's claimed for is excluded under his policy terms. Mr G hasn't provided information that demonstrates the damage was caused in the way he describes.

Having considered all of this I don't think Trinity treated Mr G unfairly when relying on its policy terms to decline his claim for the reasons it gave. So, I can't reasonably ask it to do anymore.

**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 Mr G to accept or reject my decision before 22 April 2024.

Mike Waldron  
**Ombudsman**