

The complaint

Mr D complains about how Trinity Lane Insurance Company Limited (“Trinity Lane”) dealt with a claim he made under a motorbike breakdown insurance policy.

All references to Trinity Lane are intended to include the actions of any agents working on its behalf.

What happened

The details of the complaint are well known to both parties, so I won’t repeat them again in full here. Instead, I’ll focus on providing my reasons for my decision.

In summary, Mr D broke down in a country that was not covered by the insurance policy. He says he was given misleading information about the policy coverage from the start and while he was dealing with the breakdown situation.

My provisional findings

I issued my provisional findings on 25 October 2024 in which I said I intended to uphold the complaint for the following reasons:

“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 agree with the conclusion reached by the investigator that the claim should be upheld, and Trinity Lane should pay Mr D £200 compensation. I do so for the following reasons:

- The seller of the policy is the party that was responsible for initially providing Mr D with a copy of the policy documents. And this would also be the party Mr D would need to direct any complaint to if he is unhappy about what he was told about how and where the policy provides cover.*
- I haven’t been provided with a copy of the calls Mr D had with Trinity Lane, however his recollections of the content of those calls does seem to line up with the few system notes I have been provided. So, I’m persuaded that more likely than not he was told the breakdown situation was covered in the country he was in and that potentially repairs to the motorbike and any onward travel would be covered.*
- I can understand Mr D’s frustration when he was later told the correct position – that no policy cover operated in the country he broke down in. Having checked the policy document, I can see this is correct.*
- Due to the location where Mr D’s motorbike broke down and the fact it wasn’t too far away from the border of a country that was covered by the policy, Trinity Lane offered to cover most of the costs Mr D incurred. These related to the recovery of the motorbike to a garage (taken from the border of the neighbouring country), Mr D’s accommodation costs and his flight home. I think this was a fair and reasonable action to take and it is what the policy would have provided for in the event of a normal valid claim. It’s unclear if Trinity Lane has made these payments to Mr D, if it*

hasn't it should now do so and add interest at 8% simple per annum on those amounts.

- As the motorbike couldn't be fixed at the roadside, the policy would not have covered the cost of any repairs needed. Additionally, as the estimated cost of repairing the bike was more than it was worth, the policy also wouldn't have provided for any costs associated with transporting it back to the United Kingdom.*
- It's clear Mr D was given confusing information about what cover the policy provided including whether repairs to the motorbike would be covered. However, I don't think this means he should now be paid the value of the motorbike because of this. This isn't something the policy provides for, so Mr D isn't in a different position due to the misinformation. He has however been caused trouble and upset by Trinity Lane's actions. I think it should pay him £200 compensation to reflect the impact its actions have had.*

For the reasons outlined above, I intend to uphold Mr D's complaint and direct that Trinity Lane do the following:

- Make any outstanding payments to Mr D for the costs of recovery, accommodation, and his flight home. It should add interest on any outstanding amounts at 8% simple per annum from the date Mr D paid the invoices to the date Trinity Lane makes payment to Mr D.*
- Pay Mr D £200 compensation.*

My provisional decision

I intend to uphold Mr D's complaint against Trinity Lane Insurance Company Limited".

Responses to my provisional decision

Trinity Lane responded saying it disagreed with my intended decision. It reiterated that it didn't believe that Mr D was given incorrect information about the countries in which the policy provides cover, at the point of sale. And it provided call recordings and a quote that was provided to Mr D. It also mentioned again that it made an offer to cover part of the costs Mr D incurred as a gesture of goodwill. It said the only reason this was not paid is it was not provided with bank details to enable it to do so.

Mr D has replied saying that he appreciates my decision however he believes the compensation award should be higher. He reiterates that he has a tendency to take conversations literally and the delay in policy documents being sent meant he was unable to check the policy coverage before he left on his trip. He said the poor guidance and high expectations that he was given by Trinity Lane during the claims process led him to make decisions he otherwise may not have done.

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 also considered the further responses to my provisional decision I would remind both parties that in this decision I am not considering the sale of the policy. This includes what Mr D was or was not told about the countries the policy provided cover in at the point he took out the policy.

As set out in my provisional findings I have concluded that during the claim process I think it was more likely than not Mr D was led to believe his claim would be covered in full. Albeit

this was later recognised to be an error. And, for the same reasons set out in my provisional findings, I remain of the opinion that Trinity Lane's offer to cover part of the expenses Mr D incurred is a fair and reasonable one.

I can see there is mention in the file of Mr D providing new bank details to allow for the payment to be made and I would question why, if these were not forthcoming within an appropriate timeframe, this was not chased by Trinity Lane. As Mr D has been without this money, I think it is appropriate that interest be awarded to reflect the monetary loss he has suffered in the meantime.

I've considered Mr D's comments about the level of compensation I intended to award however I'm not minded to increase this. I'm conscious that in part settling the claim Mr D is already in receipt of a generous offer that he otherwise, strictly based on the policy terms, would not be entitled to. My award for compensation here reflects the fact Trinity Lane gave him misleading information during the claims process.

For the reasons above, and those set out in my provisional findings, I uphold this complaint.

Putting things right

To put things right Trinity Lane should do the following:

- Make any outstanding payments offered to Mr D for the costs of recovery, accommodation, and his flight home. It should add interest on any outstanding amounts at 8% simple per annum from the date Mr D paid the invoices to the date Trinity Lane makes payment to Mr D.
- Pay Mr D £200 compensation.

My final decision

My final decision is that I uphold Mr D's complaint against Trinity Lane Insurance Company Limited. I direct it to put things right as I have set out in the section above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 13 December 2024.

Alison Gore
Ombudsman