

The complaint

Ms A has complained that Trinity Lane Insurance Company Limited's refusal to pay her claim for the loss of her motorhome was unreasonable and unfair.

What happened

Ms A owned her motorhome which was insured by Trinity Lane, and she sent it to a company or outfit I shall call B, for its annual habitation check. She gave B both sets of keys in handing over her motorhome. She had used this company before. She also asked what B thought the value of her motorhome was. She was given a price and was told they would take 8% on top.

Ms A is adamant that she never gave any authority for the sale or agreed to any sale of her motorhome. However, her motorhome was sold by B and Ms A never received the sale proceeds. The police told Ms A that B had gone into liquidation and had serious debts and there were other motorhome owners in the same situation as Ms A.

So, she made a claim on her policy with Trinity Lane. It declined her claim as it said 'theft by deception' was excluded in the policy.

Ms A complained but Trinity Lane didn't change its stance. So, Ms A brought her complaint to us.

The investigator didn't think Trinity Lane had done anything wrong so he didn't think Ms A's complaint should be upheld. Ms A disagreed so her complaint 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 this complaint. I'll now explain why. I do understand and appreciate how disappointed Ms A will be with my decision and I sympathise with the position she has found herself in too. It's deeply unpleasant being tricked in this way causing financial detriment.

Theft by deception issues

However, insurance policies don't cover all eventualities. Plus, the regulations overseen by the Financial Conduct Authority permit insurers to decide what risks they want to cover and what risks they don't want to cover.

Clearly here, Trinity Lane provided no cover for 'theft by deception' as it says the following is excluded from cover in the policy document:

'i) The loss of, or damage to, your vehicle as a result of fraud or deception or by using some form of counterfeit (false) payment which a bank or building society will not authorise.'

I don't consider this an unusual exclusion as it's common in many motor type insurance policies. Further the regulations also permit insurers to exclude cover for issues like this, provided they don't single out or treat any one policyholder differently. Here, given the exclusion is firmly detailed in the policy document, that means it affects all policyholders of this policy, so Ms A wasn't singled out and treated any differently to anyone else facing similar circumstances.

This service is not the regulator, the Financial Conduct Authority is, so I have no authority to change any policy wording or make insurers cover any situation like this. My role is simply to ensure that what the insurer decided is in line with the policy terms. And here on the basis on the initial claim made by Ms A, I consider Trinity Lane did nothing wrong as its policy doesn't provide any cover for theft by deception.

Possible sale issues

Given the further statements to the police made by Ms A, the investigator rightly asked for Trinity Lane's views on this further evidence. Trinity Lane reviewed this further evidence and decided Ms A's claim wasn't really about the theft by deception of her motorhome, rather it was about the fact that it could be seen as a sale by consent but for the fact that B, who sold her motorhome, didn't pay her the sale proceeds. On this basis consequently the policy also doesn't provide any cover for these type of circumstances as the policy doesn't provide cover for the sale of the motorhome.

Ms A's testimony is that she needed a habitation check on her motorhome. She was also curious about how much she might get for her motorhome if she sold it. She said she was undecided about selling it or not, so she was simply gathering information. I consider it pertinent that Ms A gave B both sets of keys for her motorhome. I think that's unusual if the motorhome was simply undergoing a habitation check. B also asked Ms A for photographs of the motorhome, which she said she also forwarded on to B.

The statement Ms A gave to police says the following:

'When he received the pictures, he got back to me and said that he would be happy to deal with it on my behalf. This conversation was carried out via WhatsApp. He would be happy to sell it through his brokerage scheme. He asked if I had a price in mind that I would like to achieve for it.

He then said he would sell it for me on my behalf, do all the advertising, deal with the potential purchasers, offer warranties, and take an 8% commission. He asked if that may be of interest.

He said if it was to be put up for sale, they could take it in almost immediately to prepare and do the 'hab' check in between other jobs, if the van is there. I said that all sounded good and asked how much I could achieve. He said that by looking at the photos, he could see it retailing for about £22,000, which would return me about £20,000. I said that sounded perfect and asked when he wanted it and arranged for him to pick it up. I also gave him the mileage of 41,866.

The following day, Tuesday 27th February, [B] came to my house and took my vehicle away.

He also said that they had somebody who was very interested in the van and that he would update me. On Monday 18th March, I sent [B] a message asking for an update as I had not heard from them. He said that he thought they had a buyer, he was dealing with them at the back end of last week, and [B] had been chatting to them over the weekend. Hopefully, they would get it over the line for me, and he would keep in touch. I rang [B] to find out what he had sold it for, and he did not get back to me.'

It's not for me to say whether this statement shows that Ms A 'legally' consented to sell her van via B's services. However, the discussions about the possible sale price and the fact B appeared to have people interested in the motorhome along with Ms A giving B both sets of keys, does raise some issues here.

Regardless of that there is nothing in Ms A's policy with Trinity Lane that would provide any cover for her under these circumstances. This policy doesn't provide any cover for the possible loss of funds following a sale, it provides Ms A with no cover for any possible actions of a company like B either. And therefore, howsoever the situation which existed between Ms A and B is classified, there is no policy term in Trinity Lane's policy which provides Ms A with any cover.

So, Ms A's situation with B remains a police matter or a civil matter or both. But there is no duty on Trinity Lane to respond to Ms A's claim as the policy provides no cover to Ms A in this situation and if it ends up being classed as 'theft by deception' then the policy clearly and unequivocally excludes that too. So, it remains Trinity Lane hasn't done anything wrong.

My final decision

So, for these reasons, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms A to accept or reject my decision before 25 June 2025.

Rona Doyle
Ombudsman