

The complaint

Ms L complains that she is out of pocket as a result of Trinity Lane Insurance Company Limited's delays when dealing with a claim on her specialist vehicle motor insurance policy.

Ms L's partner, Mr C, is a named driver on the policy. He has taken some of the actions I describe below. But, for simplicity, unless I think I need to mention Mr C explicitly, I will refer to his actions as being Ms L's.

What happened

Ms L's motorhome was damaged, mostly down one side, in an accident on 21 July 2023. No other vehicles were involved in the incident. Initially Ms L considered arranging and paying for repairs herself. But she didn't do so and on 18 September 2023 she claimed on her Trinity Lane policy.

Trinity Lane arranged for one of its approved repairers to repair the motorhome.

In November 2023 the approved repairer returned the motorhome to Ms L. The work was not complete. Work to finish the decals on one side of the motorhome had not been done.

Trinity Lane's repairer said the decal work had been outsourced to a specialist. But, apparently for personal reasons, despite regular contact from Ms L, that specialist didn't ever complete the work.

In April 2024 Ms L contacted Trinity Lane directly about the outstanding decal work. The approved repairer confirmed that its subcontractor specialist was unable to do the decal work and it couldn't find another suitable specialist. At Ms L's suggestion, on 16 May 2024, Trinity Lane instructed another repairer, which I'll call repairer C, to finish the outstanding work. Around that time Trinity Lane offered to refund £75 of Ms L's excess as a gesture of goodwill.

Repairer C completed the decals around late July 2024. A dealer acting for Ms L sold the motorhome around two months or so later.

Ms L complained to Trinity Lane. Amongst other things she said that its repairer had forged Mr C's signature on a repair satisfaction note in November 2023. She also said she'd intended to sell her motorhome in the autumn of 2023, but because of the delays to the repair work she was unable to do so. She said her motorhome's value had depreciated significantly in the meantime. She added that she'd incurred additional costs, such as paying for insurance cover and a monthly fee for a tracker, which she wouldn't have had to pay if she'd sold the vehicle sooner.

In response Trinity Lane said it was prepared to offer Ms L a further £250 in compensation, on top of the £75 excess refund.

Ms L brought her complaint to us. One of our Investigators looked into it. She recommended that Trinity Lane increase its compensation offer to £500. Trinity Lane agreed but Ms L didn't. So her complaint's 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.

In bringing this complaint and in responding to our Investigator's assessment of it Ms L has made a number of points. I've considered everything she's said. But in this decision I don't intend to address each point raised but will instead focus on what I see as being the key issues at the heart of Ms L's complaint and the reasons for my decision.

Who is responsible for the delays?

Ms L submitted her claim in September 2023. Yet it wasn't until the end of July 2024 when the motorhome repairs were finally complete. The initial repairer had completed the majority of those repairs by 6 November 2023, with only the decal work outstanding. I don't think Ms L or Trinity Lane would have anticipated that such work could take a further eight months or so to complete.

My understanding is that the decal work is a specialist area. The initial repairer believed it had sourced an appropriate specialist to do that work but he didn't ever do it. And it wasn't until April 2024 that it became clear that he had no intention of doing it, citing personal reasons for that. Trinity Lane believes it wouldn't be fair to hold it responsible for the delays caused by the personal difficulties the subcontracted specialist encountered. But I disagree.

Ms L's contract (her policy) is with Trinity Lane, she does not have a contract with any repairer or subcontractor that Trinity Lane instructs to carry out work. In contrast Trinity Lane will have a contract with a network of repairers who do repairs on its behalf. So, when Trinity Lane instructs a repairer, that repairer or any subcontractor appointed is acting as an agent of Trinity Lane. That means it remains responsible for the actions of those repairers or subcontractors.

Also, I've seen evidence of Ms L chasing the progress of the repairs from February 2024 onwards. So, Trinity Lane, or its approved repairers network acting on its behalf, should have been aware that the work was outstanding and should have taken robust action to have it completed in a more timely fashion. But it didn't successfully move matters on for some months. It is obviously unfortunate that the specialist couldn't complete the work as instructed. But, for the reasons given above Trinity Lane retains responsibility for any unwarranted delays.

When should Trinity Lane have completed the repairs by?

The approved repairer completed the bulk of the repairs by 6 November 2023. Ms L believes that all of the repairs should have been completed by that date. But I don't think that was likely. As I touched on earlier, it seems that work to do with decals is a specialist area. And as I understand it, the decals need to be laser cut. And in order to ensure the new decals on the repaired side of the motorhome matched the existing decals, they needed to be ordered direct from the manufacturer. The manufacturer had lead-in times of around 6-8 weeks. So, unless the approved repairer had identified that it needed to order the decals from the manufacturer at the outset, then there was always likely to be a delay of around two months. In those circumstances, realistically, it was likely that the decal work would always have been met with a further delay once the specialist was instructed.

It's not clear if the specialist first subcontracted to do the work believed he could fabricate and laser cut the decals himself, meaning the lead-in time might have been circumvented. But, it transpired that he wasn't in a position to do the repairs at all. And as discussed above his involvement clearly slowed matters down significantly.

Trinity Lane eventually instructed repairer C to complete the decal work on 16 May 2025. It then took that repairer around a further two and half months to finish the repairs. So, allowing for further delays associated with the Christmas period, had Trinity Lane (or the approved repairer acting on its behalf) instructed repairer C when the approved repairer had completed the bulk of repairs, it was likely that the remaining decal work could have been

completed around the end of January 2024. But, largely because of the specialist's delays, repairs took a further six months.

Did Mr C sign a satisfaction note?

Matters were apparently complicated as, according to the initial repairing garage, Mr C signed a note to say that the work was completed to a satisfactory standard. Mr C denies signing this note and says his signature was forged. The approved repairers network suggested that Mr C had wanted to use the motorhome to go on holiday and so took it back before the decal repairs were complete. Ms L said that there was no holiday planned at that time.

On balance I accept Ms L's version of events. She and Mr C had nothing to gain by signing a note to say that all work had been completed to a satisfactory standard when it plainly hadn't been completed at all.

In contrast, it's likely that the repairing garage wouldn't be paid for their work until the satisfaction note had been signed. And given that they'd subcontracted some of that work to a specialist, whose completion timescales they had little or no control over, they stood to gain an advantage by having a signed note suggesting the work had been completed to a satisfactory standard. And in fact that's exactly what happened. That is Trinity Lane paid the repair network for the repairs before those were completed.

Further I note that Trinity Lane has changed its position on this matter somewhat. For example in January 2025 it told us that its investigation into the matter (surrounding the satisfaction note) had "*proved fruitless*" but added that "*the appointed garage will no longer be used by [Trinity Lane]*". However, more recently it's said it would be highly unusual for a repairer to forge such a note. It said that was especially the case where Ms L had accepted the return of the motorhome with some work outstanding. So, it appears it's moved from saying the garage will never be used again to trying to discount the likelihood of it having signed the satisfaction note as alleged.

I agree that it's unusual for a repairer to forge a signature. But that doesn't mean it didn't happen. And Mr C said he explicitly refused to sign the completion note. As I've said above, I prefer Ms L's and Mr C's evidence here. I'll say again that even though Mr C and Ms L had accepted the return of the motorhome before the work was completed, I can't see what they'd stand to gain by signing to say that all work had been completed to a satisfactory standard when that clearly wasn't the case. In fact, if anything that was likely to cause them more problems down the line. So, in the particular circumstances I've described, I find it unlikely that Mr C signed the satisfaction note, nor instructed someone to sign it on his behalf as the repairing garage has said. Therefore, on balance, it seems more likely that the garage completed the note. And this is something I've thought about when considering the level of compensation below.

Is Trinity Lane responsible for the depreciation in value of Ms L's motorhome?

Ms L's said that her motorhome's value went down considerably in the period Trinity Lane was supposed to be repairing it. She's shown us evidence from professionals in motorhome sales indicating that values could be expected to depreciate anywhere between 7% and 15% between 2023 and 2024. So Ms L believes that Trinity Lane's delays significantly affected the eventual sale price of her motorhome.

Ms L explained that she had previously been living in the motorhome but had bought a property in August 2023 and had planned to sell the motorhome in order to fund building work on her new home.

At the time Ms L bought her new home she hadn't yet told Trinity Lane about the accident. And while her policy requires her to notify Trinity Lane promptly of any incident that could lead to a claim, that doesn't mean that she was required to make a claim for damage. And, I can understand that, if she believed that she could pay for the repairs herself, there could be

advantages to doing that without the need to make a claim on the policy. In those circumstances, I can see why she might not have realised she needed to notify Trinity of the incident straightaway, even though this was a policy requirement.

Ms L began the claim process in September 2023. Before authorising repairs, an independent engineer considered the repair estimate. He valued the motorhome at £80,000. Another independent assessor provided an estimate for the outstanding decal repair work in May 2024. At that time the assessor valued the motorhome at £85,000. I understand that Ms L initially asked a dealer to sell the motorhome around the same time, May 2024. The dealer put an initial asking price of around £75,000 on the motorhome. However, having had little interest, the dealer then reduced the asking price by £2,000.

After Trinity Lane completed the work on the motorhome the dealer said they had numerous viewings but couldn't secure a sale. They eventually sold the motorhome around two months later, for a sum below £70,000.

Ms L believes that, as motorhomes typically depreciate by around 10% in a year, that would equate to a sum of between £8,000 and £8,500 based on the independent assessors' valuations. She said that as the fully repaired motorhome sold in roughly two months, if it been repaired earlier then she could have expected it to sell in a similar timeframe and it would have depreciated by a proportionately lower amount. So she believes she has suffered a loss because of Trinity Lane's delays. I can understand Ms L's logic. But in the specific circumstances of this case, I don't think it would be fair to attribute any potential drop in the motorhome's value to any avoidable repair delays.

First, I think it's important to say that Ms L's policy has a specific term which says that it won't cover any loss in value regardless of whether it has carried out repairs. But, I'd need to be satisfied that Trinity Lane had applied any policy terms fairly. And if I'd seen compelling evidence that Ms L had suffered a loss (due to the depreciation of her motorhome's value) because of Trinity Lane's delays, then I might have said it wouldn't be fair for it to apply that term.

Valuing a second hand vehicle isn't an exact science. But there is a certain amount of predictability to assessing the value of common everyday cars. And there are a range of tools and trade guides available which will offer the likely sale value of most second hand cars, given their age, mileage and condition. But the same isn't true of motorhomes.

Motorhomes are not listed in the trade guides. And they have a tendency to have a higher degree of individual customisation and a larger range of factory fitted additions to the 'base' models than everyday cars. Also, new motorhomes are often built to the initial buyer's specified requirements. That means second-hand models which might otherwise have the same chassis and engine can be quite different. So, essentially, the value of a motorhome is what someone is prepared to pay for it. But there are numerous factors that will affect that. For instance:

- its desirability
- its asking price
- its levels of trim, finish and accessories
- the other motorhomes available on the market and how those compare with the advertised vehicle
- state of the market generally
- season

That's before considering other external factors like inflation, fuel prices and many other variables including weather. And all of those factors can make predicting the sale of a second hand motorhome – and if so its value – extremely difficult to gauge.

By way of example, a dealer advertised Ms L's motorhome for sale in May 2024. The dealer felt that a price around £75,000 was reasonable. But, the dealer was then unable to sell the motorhome for his valuation, eventually selling it for over £5,000 less after a further delay. This suggests that when the motorhome was initially put up for sale, there wasn't a buyer who wanted that particular motorhome for that asking price.

In other words given that the sale and price of a motorhome can be affected by numerous different factors, in order for that sale to go ahead there needs to be an individual who wants that specific motorhome at around the price advertised. I accept it's entirely possible that if the motorhome had been put on the market sooner, it might have sold earlier. But that's far from guaranteed. And it's not, for example, the case that Ms L already had a buyer waiting for her motorhome at an agreed price who then withdrew from the sale because of the delays. The sale process hadn't been instigated at that point. So there is no quantifiable loss that can be determined. Again, a guaranteed sale was dependent on the numerous factors I've mentioned. .

It follows I'm not persuaded that if Trinity Lane had completed the repairs sooner Ms L would have definitely sold her motorhome sooner and for a higher price. In those circumstances I don't think it would be fair and reasonable to instruct Trinity Lane to compensate Ms L for what she perceives to be a drop in the motorhome's value. That's because I can't say with any certainty that she has actually suffered a loss or how much that loss might be.

Other losses

Ms L has also complained that because of the delays she continued to incur costs she wouldn't otherwise have done. In particular, the cost of insurance and of her tracking service. I'll briefly comment that Ms L's policy excludes cover for such losses.

In any event, for the reasons given above, while it's possible that Ms L's motorhome might have sold sooner, there's no persuasive evidence that's the case. The fact that Ms L sold it roughly two months or so after the repairs completed doesn't mean the same would have been true had the motorhome been put up for sale in January 2024. As I've said above, I think there are simply too many variables to fairly arrive at that conclusion. So, in the specific circumstances of this case I'm not going to instruct Trinity Lane to compensate Ms L for her perceived losses here.

The impact of Trinity Lane's delays

While I don't think it would be fair to say that Ms L has undoubtedly suffered losses because of the delays I've described, I do accept that she's been put to considerable distress and inconvenience.

I think it's fair to acknowledge though that Ms L didn't submit her claim straightaway. So that led to an initial delay of about 59 days. But once Trinity Lane received the claim, there's no doubt that it caused delays.

The initial delay aside Ms L clearly believes she is significantly out of pocket because of Trinity Lane's delays. But I hope my explanation above has helped to clarify why I don't think that's the case. However, I think the delays will have caused her a considerable amount of frustration, disappointment and loss of expectation.

Ms L's shown us evidence of the efforts she'd made to conclude the matter, regularly chasing updates on progress, for the most part without success. Also, during that process she learned that the repairing garage had most likely forged Mr C's signature and misrepresented how events unfolded. I can imagine that was a source of added disappointment and annoyance

Ms L says that dealing with the matter has taken up a considerable amount of her time and she's estimated the cost to her based on her employment rate. But that's not generally how we award compensation. Ms L made a claim and then a complaint in her own personal

capacity as a consumer. She wasn't acting in a professional sense when dealing with this matter. And one person's free time isn't worth more than another's, so it's not fair to calculate compensation as a comparison of how much an individual might otherwise earn.

Instead, when thinking about awarding compensation, I'll consider things such as whether a business's delays or poor communication have caused a consumer to spend more time pursuing a claim or complaint than might otherwise be reasonable. I'm satisfied that's the case here. There's no doubt that Ms L has had to make more contact with Trinity Lane because of its delays than I'd otherwise consider reasonable. And I'm satisfied that's caused her considerable inconvenience, distress and upset which has taken a lot of extra effort to sort out.

In the above circumstances I think it's fair that Trinity Lane pays Ms L compensation of £500, on top of the £75 excess it had previously offered to refund. I'm aware that Ms L doesn't think this goes far enough. But, having considered the impact on her and our guidance and experience in making awards in comparable circumstances, I'm satisfied that sum is appropriate to recognise the impact of Trinity Lane's shortcomings.

My final decision

For the reasons set out above I require Trinity Lane Insurance Company Limited to pay Ms L £500 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms L to accept or reject my decision before 16 September 2025.

Joe Scott
Ombudsman