

## The complaint

Mr B is unhappy with the way Trinity Lane Insurance Company Limited (Trinity Lane) handled a claim he made under his motor insurance policy.

## What happened

In March 2024 Mr B was involved in a car accident involving a third-party vehicle. He contacted Trinity Lane to report the accident. But said he didn't want the claim recorded on his own policy because he thought the other driver was at fault.

The third-party's (TPI) insurer disputed liability. So Trinity Lane told Mr B it would need to raise a claim under his own policy, so it could start repairs to his vehicle and then claim those costs back from the TPI. But Mr B said he didn't want to get his vehicle repaired until it was confirmed he wasn't at fault for the accident.

Unhappy with how Trinity Lane had handled his claim, Mr B complained.

Trinity Lane said the TPI disputed liability for the accident. It said it continued to chase the third party and disputed liability. At that point Trinity Lane said it tried to assist Mr B, by arranging an independent engineer to assess the damage. It said it has made two settlement options to Mr B, one for the agreed value of Mr B's vehicle (£5,000) and one for the vehicle to be repaired (both less the policy excesses). Mr B said he didn't want to accept either settlement because he wasn't liable for the accident. Trinity Lane said without Mr B accepting a settlement it was unable to take the third-party to court because there was no financial loss to pursue.

Mr B remained unhappy, so he brought his complaint to this Service.

Trinity Lane said to bring the matter to a conclusion, it wished to offer an increased settlement amount (£5,500- what it considered the market value of Mr B's car) less the policy excess, based on the engineer's valuation of it. It confirmed Mr B would need to provide the verification documents and the vehicle before it could settle the claim.

Our investigator confirmed the settlement to Mr B, but he disagreed with it. Mr B said he doesn't think Trinity Lane should deduct the policy excess from the settlement amount because the TPI has accepted liability in January 2025 and so Trinity Lane should be able to recover the costs including the policy excess.

Our investigator didn't think Trinity Lane had acted unfairly or delayed the claim. Our investigator said Trinity Lane wasn't obligated to claim the excess back from the TPI on behalf of Mr B. And if he wished to accept, the excess would be deducted from the settlement amount.

Mr B said he would accept the settlement offered without any deduction of the policy excess but wouldn't provide the verification documents and vehicle until the settlement was paid.

Because Mr B didn't agree with our investigator's assessment, the complaint has been referred 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.

Firstly, I acknowledge I've summarised Mr B's complaint in less detail than he's set out. Mr B has raised several reasons why he's unhappy with the way Trinity Lane has handled this matter. I've not commented on each and every point he's raised. Instead, I've focused on what I consider to be the key points I need to think about. I don't mean any discourtesy when doing this, it simply reflects the informal nature of this Service.

Since the complaint was brought to this Service, Trinity Lane has confirmed it has increased the settlement amount to £5,500 less the deduction of the policy excess (£350). Because the settlement value isn't in dispute, I'm not going to make a finding on that or comment further on it.

Mr B said he would only accept the full amount without the deduction of the policy excess. I've looked at the policy terms. These say the policyholder will be required to pay an excess in the event of a claim and it defines the 'excess' as the amount you have to pay towards any claim. This is consistent with how motor insurance policies typically work. A policy excess is the amount the insured must pay when making a claim regardless of who is at fault, and since the insurer doesn't cover the cost of the excess, and isn't obligated to reimburse it, I don't think it was unfair for Trinity Lane to ask Mr B to pay it and to direct him to reclaim his excess payment from the third-party insurer. So if Mr B wishes to proceed with the claim, Trinity Lane should settle in line with the offer it has made after Mr B pays the excess. It may be that Trinity Lane might look to recover the excess when it recovers its outlay, but it's not something it is obliged to do.

I've also considered the delay and thought about whether Trinity Lane has acted unfairly when progressing the claim. The policy terms, provide for Trinity Lane to assess claims and determine liability. Looking at the evidence available, it does show that Trinity Lane followed up with the third-party insurer on the issue of liability and continually chased, holding them 100% liable based on Mr B's version of what happened with the accident. Trinity Lane said to assist Mr B in progressing the claim, it arranged for an independent engineer to assess the damage and made him two offers in settlement to his claim. Trinity Lane advised Mr B that it couldn't look to issue any proceedings against the third-party because without Mr B making a claim, there would be no losses to seek recovery through of. That is what I would expect them to do in the circumstances.

Mr B didn't want to make a claim under his policy until the third-party admitted liability for the accident. While I understand why he thinks this, where the TPI doesn't accept liability, it's for Trinity Lane to decide how to proceed based on the policy terms and conditions. If Mr B didn't want to make a claim until the third-party accepted liability, then where the liability wasn't admitted – as in this case initially- it was reasonable for Trinity Lane to say it was unable to proceed to court or with the claim. Without Mr B making a claim, Trinity Lane wouldn't have incurred any claim costs and therefore wouldn't have any outlays to seek to recover. I can see from the claim file, that Trinity Lane confirmed this to Mr B during the claim.

So having considered overall what happened I don't find it unreasonable for Trinity Lane not to have progressed the claim. When Mr B explained he didn't feel he was at fault, Trinity Lane defended the claim, and it offered to appoint its solicitors to make a recovery of the

claim's costs. I can see the solicitors confirmed to Trinity Lane that without a financial loss it couldn't proceed to court. Overall, I'm satisfied this is fair in the circumstances and Trinity Lane have acted in line with the policy terms. I don't think Trinity Lane can be reasonably held to have caused an unnecessary delay.

I appreciate Mr B has said he's lost trust in Trinity Lane and is unwilling to provide the verification documents its requested or allow Trinity Lane to collect his vehicle, without receiving payment first. But an insurer will always have to validate a claim before paying any settlement. So I don't think Trinity Lane acted unfairly here in requiring the verification documents and vehicle before settling the claim.

### **My final decision**

Trinity Lane Insurance Company Limited has already made an offer to pay the market value (£5,500) less the policy excess in settlement of Mr B's claim. And so, should Mr B wish to proceed with the claim, on receipt of Mr B paying the excess, Trinity Lane should settle it in line with the offer it has made.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 2 March 2026.

Lorraine Ball  
**Ombudsman**