

## **The complaint**

Mr W considers Trinity Lane Insurance Company Limited (Trinity) to have treated him unfairly when settling a claim made under his motor insurance policy.

Any reference to Trinity includes the actions of its agents.

## **What happened**

The circumstances of this complaint are well known to both parties, so I've summarised what's happened.

- Mr W has a motor insurance policy which is underwritten by Trinity. In May 2022, he contacted Trinity to say he'd damaged his vehicle whilst reversing – though he wasn't sure what he'd hit. A few days later, Trinity received allegations from a third-party insurer that Mr W had hit its insured's parked vehicle.
- The third-party provided evidence to support their claim, and Trinity concluded based on this, that it was more likely Mr W had hit the third party's vehicle, and so, it agreed to settle the third-party claim on the best terms.
- Mr W complained saying the third party's claim was fraudulent and that the repair costs sought by them were excessive. Trinity issued a final response saying it was satisfied the position it had taken was fair.
- Mr W remained unhappy and so, brought a complaint to this Service. An Investigator considered it but was satisfied Trinity had handled the claim fairly, and so, didn't uphold it.
- Because Mr W disagreed, the complaint has been passed to me for a final decision.

## **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 agree with the outcome our Investigator reached – I'll explain why.

- The dispute in this case concerns Mr W's allegation that the damage claimed for by the third-party's insurer and the repair cost of putting it right was excessive - as in his opinion the damage was "only a scratch". So, he thinks Trinity has acted unfairly by paying these costs.
- Whilst Mr W might consider the damage to the third party's car to have been minimal, ultimately, it's for the insurers to decide and agree upon the repairs and associated costs – provided this is fair and reasonable in the circumstances.
- Trinity doesn't need Mr W's permission to settle the claim, and this is reflected in the

policy document which states *“We [Trinity] are entitled to take full control of any claim and we must be given whatever information and help we need.”* So, on its face, I’m satisfied it acted in accordance with the terms of the policy by settling the claim as it saw fit. I’ve gone on to consider whether these decisions were fair and reasonable in the circumstances.

- Having looked at the available evidence, I’m satisfied the damage claimed for happened in the accident. I say this because Trinity has said the third-party provided a witness statement which said Mr W’s vehicle hit the third-party’s parked vehicle. And it’s explained that owing to the large size of Mr W’s vehicle, it’s reasonable to expect it to cause considerable damage in such circumstances.
- Trinity has also explained it reviewed the third-party repair costs before settling the claim and having reviewed these costs myself, I haven’t seen anything to persuade me these were disproportionate or unreasonable. And so, I don’t consider Trinity to have acted unfairly by covering them.
- Mr W has raised concerns about the third party’s claim being fraudulent on the basis that the required repair was exaggerated. Again, this is only Mr W’s opinion. I’ve not seen any evidence to support this allegation and so, this hasn’t changed my mind.
- Mr W said he wasn’t informed by Trinity that a third-party had made a claim. But I’ve seen he was sent an email which said: *“We are now in receipt of a claim from the third party, and they are holding you responsible for colliding with their parked and unattended vehicle.”* And I’ve listened to a call where Mr W tells Trinity he’s been notified of a claim against him by a third party – so I can’t agree he wasn’t informed.
- Mr W has said he wasn’t sent evidence of the damage to the third-party’s car when he asked for it. In the call – referenced above – Mr W indicates he wants to see the evidence so he can comment on it, but at the time of the call, Trinity hadn’t received it – it’d only been notified of a claim against Mr W.
- I understand this may have been frustrating for Mr W, but for the reasons given, I’m satisfied Trinity has settled the claim fairly in light of the evidence provided. So, I’m not persuaded any failure to provide information to Mr W would have made a difference to the outcome of the claim as it would have remained Trinity’s decision as to how to settle it.
- Mr W has said he’s dyslexic and that he doesn’t consider Trinity to have treated him fairly in respect of this. From what I’ve seen, Trinity corresponded with Mr W by email and phone, something he’s told this Service he’s happy to do. And so, I’m not persuaded Trinity has treated him unfairly by communicating in the same manner. Nor that any communication concerns would have made a material difference to the outcome of his claim and its settlement.

### **My final decision**

My final decision is I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr W to accept or reject my decision before 23 November 2023.

Nicola Beakhust  
**Ombudsman**

