

## The complaint

Mr L has complained about Trinity Lane Insurance Company Limited. He isn't happy about the way it dealt with a claim under his motorbike insurance policy.

## What happened

Mr L took out motor insurance with Trinity Lane and looked to make a claim under his policy after his bike was damaged following a repair at Garage M. Mr L took his classic motorbike for the repair of a rear tyre, a health check and road test. But when M undertook the road test of his motorbike Mr L thought it damaged his bike causing problems with the rear suspension amongst other things.

Mr L tried to advance his issues with the garage but as it wouldn't accept any responsibility he made a claim under his motorbike insurance policy. Trinity Lane looked into the claim initially and its approved repairer didn't think the damage could be attributed to the road test that was undertaken by M and highlighted that a worn shock absorber and modifications to the bike may have contributed to the damage to Mr L's motorbike. As Mr L wasn't happy about this he complained to Trinity Lane and got another motorbike garage to confirm that none of the alterations to Mr L's bike would have affected the handling or performance of the bike.

Trinity Lane went on to offer Mr L a partial settlement of around £900 as a contribution to the damage Mr L's bike sustained. Overall, three separate inspections of Mr L's motorbike was undertaken by Trinity Lane and two thought the damage sustained wasn't caused by garage M. However, as one engineer suggested some of the damage *could* have been caused by the garage it offered to pay Mr L a cash settlement for the damage that *could* be attributed to garage M. But Mr L remained unhappy, so he complained to this Service.

Our investigator looked into things for Mr L but didn't uphold his complaint. Although he sympathised with Mr L's position he didn't think Trinity Lane had done anything wrong in following the one engineer's opinion that supported Mr L in concluding some, but not all, of the damage could have been caused by M and agreeing to pay that as a gesture of goodwill.

As Mr L didn't agree, maintaining all the damage was caused by M, the matter has been passed to me for review.

## 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.

I can understand Mr L's frustration here as he knows what position his bike was in before going in for repair. But I can only consider the evidence provided by both sides in looking to decide what is fair and reasonable. I have to rely on the expert engineer's reports in forming my opinion. And having done so I agree Trinity Lane's offer seems fair. I know Mr L will not be happy about this, but I'll explain why.

I know Mr L feels the repairing garage caused more damage to his bike than Trinity Lane are looking to pay him. But garage M hasn't taken any responsibility for the damage Mr L says was caused on a road test of his motorbike and two of the inspections support this position in full, while a third has suggested that some of the damage *could* be attributed to M. And given that the professional opinions provided are at odds with each other I think Trinity Lane's position is reasonable.

Mr L feels Trinity Lane should do more to investigate his claim that M caused all of the damage to his motorbike. But three expert opinions have been sought and two of those clearly suggest M can't be held at fault here. And the one that supports Mr L doesn't feel all the damage can be attributed to garage M or the test drive of his bike. So, given this I can't say Trinity Lane has acted unfairly here in suggesting a settlement figure that is mainly in line with the engineer that partly supported Mr L's position.

I say this as Trinity Lane considered gaining a fourth opinion but didn't feel this was beneficial which is understandable in the particular circumstances of this case. And the final expert opinion agreed with the first and that the failing shock absorber was most likely caused by wear and tear and didn't feel that any of the damage was related to the alleged test drive by garage M. So, I don't think Trinity Lane acted unfairly in paying what it felt *could* be attributed to the incident which didn't include the rear shock or fuel tank.

I have considered Mr L's photographs and video that he put forward in support of his position, but I don't think this is strong enough to say his bike was perfect before going in for repair. Indeed, he clearly seemed to want garage M to undertake a wider health check of his motor bike in addition to having a look at the tyre problem. And two of the engineers have clearly suggested wear and tear, of a part over 40 years old, would most likely have been a contributing factor here.

Given all of this, and despite my natural sympathy for the position Mr L has found himself, I don't think Trinity Lane have acted unfairly here. It has offered to pay Mr L for the damage that can be attributed to the incident at the garage (£911) which seems fair and will pay VAT on that payment subject to Mr L providing receipts once the work is completed. And if Mr L has any further evidence or gains an independent engineer's report in support of his position then I would expect Trinity Lane to consider this.

Plus, Mr L has suggested Trinity Lane's repairing agents *may* have caused some minor additional damage to his bike in storage and transit while looking into his claim. I haven't seen any evidence that this has been fully considered by Trinity Lane within its final response letter and it would need to have been for me to consider this as part of this complaint. So I will leave both sides to advance this now.

Finally, I note Trinity Lane do not believe they can recover its costs from garage M due to insufficient evidence to say they caused the damage to Mr L's motorbike. In order to mark this claim as non-fault, as Mr L would like, Trinity Lane would need to be able to recover its costs and if this isn't possible, which seems likely here, then the claim will be marked as fault. So although I understand Mr L would like this marked as a non-fault claim this isn't likely here unless Trinity Lane can recover its costs.

### **My final decision**

It follows, for the reasons given above, that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 26 January 2024.

Colin Keegan  
**Ombudsman**