

The complaint

Mr B complains that Tradewise Insurance Company Limited unfairly cancelled his motor insurance policy and declined his claim.

What happened

In September 2019 Mr B had a car that was no longer insured and that he wanted to sell. He agreed to drive the car to a meeting with a potential buyer on 30 September 2019. So on that day Mr B went online and insured the car with Tradewise on a policy for one day only. Later the meeting was cancelled.

But Mr B reported a shocking event during the evening of 30 September. Mr B had heard from another man and agreed to show him the car. As that man couldn't show he had insurance, Mr B declined his request to test drive the car. Mr B locked the car. As Mr B was walking back to his flat, the man pushed him to the ground, took the keys, brandished a large knife and took the car.

Tradewise sent an investigator to speak with Mr B on 16 October 2019. Mr B said his occupation was in fast-food delivery. On 22 November, Tradewise said its policy didn't cover drivers with that occupation, so it was treating the policy as void and wouldn't pay his claim.

Mr B complained about that to Tradewise. It wrote a final response letter dated 14 January 2020 maintaining its decision. Unhappy with that, Mr B brought his complaint to us later that month.

Our investigator didn't recommend that the complaint should be upheld. She didn't think that Tradewise had acted incorrectly.

Mr B disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint.

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.

The car hadn't been insured and Mr B was selling it. So I have no reason to doubt his statement that he didn't use the car for deliveries.

But I accept the insurer's evidence that – in order to buy the policy online – Mr B was asked to tick a box confirming that he was not unemployed and that he did not have an occupation connected to the following trades or professions:

- *Couriers*
- *Entertainment industry*
- *Parcel &/or Fast-food delivery*
- *Professional Sports-person*

- *Claims, Credit Hire, Accident Management or Vehicle Rental.*

As he bought the policy online, Mr B must've ticked the box to confirm that he didn't have an occupation connected to fast-food delivery. I find that Mr B's response was incorrect. As the list of occupations was short, I'm not satisfied that Mr B took reasonable care to give a correct response.

Mr B gave the investigator a signed statement in which he said that he was a self-employed fast-food delivery driver.

It's clear that if he'd said his occupation was in fast-food delivery, Tradewise wouldn't have insured Mr B.

So I don't find it fair and reasonable to direct Tradewise to reinstate the policy or to pay the claim.

My final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Tradewise Insurance Company Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 13 November 2020.

Christopher Gilbert
Ombudsman