

The complaint

Miss C has complained about her car insurer Tradex Insurance Company PLC, she thinks it unfairly left her without a car in late 2024, through to spring 2025, causing her to incur costs as well as to suffer distress and inconvenience.

What happened

Miss C's car was damaged in summer 2024, Tradex was contacted in around September 2024 and that contact resulted in a claim being made and progressed for the damaged car. Tradex declared the car a category S total loss and it put some options to Miss C about what could happen next. Not long after those options were proposed, in November 2024, Tradex issued two complaint final response letters to Miss C regarding complaints Miss C had made to it. Miss C wasn't happy with Tradex' responses and complained to the Financial Ombudsman Service.

An Investigator, and then a fellow Ombudsman, considered that complaint. But, in the meantime, communication between Miss C and Tradex continued. Miss C was worried about not having her car and was confused about the options put to her for getting it back. In December 2024 Miss C's daughter proposed an arrangement to allow return of the car, that was put in place and, in March 2025, Tradex agreed to return the car to Miss C.

Returning the car to Miss C did not go smoothly. An agreement to return it to Miss C's garage, because it needed an MOT, fell through. When the car was delivered to her home, the battery was flat. Miss C had to arrange for the battery to be replaced so the car could go for an MOT. Miss C thought damage had otherwise been caused to the car over the winter whilst it had been in Tradex' outdoor storage facility.

Miss C made a further complaint to Tradex and it issued a final response letter on 28 March 2025. Tradex accepted there had been some issues when returning the car to Miss C in March 2025. But it didn't agree that the battery being flat was its responsibility or that it had damaged the car. It didn't think it was liable for any costs or losses. It said it would pay £250 compensation. Miss C referred her complaint to this Service.

Our Investigator thought Tradex could and should have done more in late 2024 to get Miss C's car back to her. But she was also mindful that, when Miss C did get her car back in March, she wasn't able to have the accident/category S damage fixed right away. So she said Tradex should pay a further £300 compensation but it reasonably didn't need to reimburse her costs incurred due to being without a car. She thought Tradex should cover the new battery replacement cost but didn't think there was evidence to show it had damaged Miss C's car. She felt Tradex had tried to assist Miss C in March when she'd needed her car back urgently, she wasn't minded to say it should pay more than the £250 compensation it had already paid for that episode of upset.

Tradex said it didn't agree with that outcome. It said the delay in the car going to Miss C was caused because Miss C had not liked the options given to her, options which the Ombudsman dealing with her prior complaint has said were fair. It wasn't persuaded that

Miss C had been in financial hardship as our Investigator had suggested. It maintained it had taken Miss C's vulnerabilities into account and had done its best to resolve matters fairly.

Miss C wasn't happy with the complaint outcome either. She said she'd been asked to provide details of all her losses, which she had done, having spent hours working on it. So she was very disappointed to see our Investigator's limited recommendations. She said it was unclear why some things were being awarded but other costs were not. Miss C recapped to the start of the claim (subject of this Service's prior decision) and why everything which had happened since had all occurred due to Tradex and needed compensating for.

The complaint was referred for an Ombudsman's 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, with regret for any upset this will cause Miss C, I find my view is the same as that set out by our Investigator. I've set out my reasons for this below. The parties may note that my findings are brief. The informal nature of our Service allows me to concentrate on the issues central to the heart of the complaint and my findings.

Scope of this complaint

- I can see that Miss C is still very upset about this claim overall. I know she's reported increased insurance costs. But I can't revisit what happened to cause Tradex to log a claim, take the car away and record it as a category S total loss.
- That is because that has all been considered in another complaint by another Ombudsman. The other Ombudsman issued a final decision and that brought an end to our process for the points raised in that complaint, as answered by Tradex in its November 2024 final response letters.
- As at the issue of those November 2024 final response letters, Miss C was without her car and she had, in October 2024, told Tradex she wanted her car back. So my review will consider Miss C's situation regarding being without her car and whether Tradex should have done more to return that to her at an earlier point.
- I have taken into account as part of my review the costs and losses Miss C has set out.
- I have also reviewed what happened in March 2025 when Tradex returned the car to Miss C.
- The car battery was flat when the car was returned. So I've looked at that as well as the car allegedly having suffered damage whilst in Tradex' care.

Being without a car

- I won't say much here about Miss C's personal situation. But I accept she is vulnerable and in financial hardship. And I'm satisfied there were enough signs of this available in October/November 2024 that Tradex should have been aware of the same.

- I'll add, I've seen Tradex' reply to our Investigator's decision. I think it's viewed things through a relatively harsh lens. For example, I accept Tradex might expect that many policyholders might be able to dip into a recently made bulk payment to obtain funds to make a necessary repayment to their insurer to ensure the return of their much needed car. But I'm satisfied that is by no means true for all policyholders – and it clearly wasn't something Miss C was able to do. I have some sympathy with Tradex' position in this – but I think in the circumstances here it failed to make a reasonable adjustment for Miss C in her particular situation. I'll explain.
- For context – Tradex had declared Miss C's car a category S total loss. It had paid her a market value settlement for the car. Miss C wasn't happy and Tradex put three options to Miss C. One of which was Miss C could have her car back, but she would need to pay a salvage value to Tradex of £429. Miss C wanted her car back but wasn't happy with the demand for payment. And it was only when Miss C's daughter stepped in to ask if Tradex would agree to a payment arrangement for the salvage sum that matters began to move forwards.
- I'm not going to get into the general fairness of the options put to Miss C in this decision. But I agree with our Investigator, despite the continued challenge from Miss C as to the fairness of being asked to pay the salvage sum – Tradex should have picked up that she wanted and needed this car back. Given Miss C's situation and the sums involved – which for Tradex were relatively small – I think Tradex, to have treated Miss C fairly, should have said it would return the car to her and allow her to pay the salvage sum in installments thereafter.
- I accept that Miss C would have been greatly reassured to have her car back in her possession in late 2024 rather than early 2025. Instead she suffered additional worry about her car and the conditions it was being kept in. All of which could have been avoided if Tradex had acted fairly. I'm satisfied requiring Tradex to pay £300 compensation is fair and reasonable in the circumstances.
- I know Miss C incurred costs in this period being without her car. However, it's not clear to me that if Tradex had returned Miss C's car in late 2024, this additional outlay would have been avoided.
- The categorization placed on Miss C's car by Tradex meant repairs would need to be done before it was placed safely back on the road. Miss C told our Investigator, in summer 2025 that she had received money from a charity which she had used to repair the car. So it wasn't repaired as soon as Miss C got it back in March 2025. Which means I can't be satisfied that, if Tradex had returned it in late 2024, it would have been repaired straightaway then.

Car damage

- If Tradex had returned the car to Miss C in late 2024, she could have ensured it was turned over regularly such that the battery was kept charged. I'm satisfied Tradex should reimburse Miss C the cost she incurred for a new battery (£174.99).
- I understand that new battery turned out to be faulty and Miss C had to replace it. I can't reasonably blame Tradex for that cost. I won't make it reimburse that sum.
- I know Miss C has reported the key fob doesn't work. Sometimes a key fob won't work when the car's battery is flat (I've experienced this issue with a vehicle). Sometimes a battery within a key fob can also run out – this usually happens through normal wear and

tear and wouldn't be something which would generally happen through lack of use. It may well be that, if Tradex had returned the car in early 2024, the key fob would have stopped working anyway. I appreciate the key fob only showed as not working when the car was returned, and returned later than it should have been, but I'm not persuaded Tradex is responsible for this issue. If Miss C's garage can determine what the problem is with the key, she can put that to Tradex to consider if, in light of my findings about when the car should have been returned, this is something it's reasonably liable for.

- Miss C has said the car has otherwise been damaged by being outside. She's shown photos of a cracked tyre/s and said the soft top is damaged.
- I've seen photos of the car taken in late 2024 and then some more from March 2025. I can't see any obvious damage. I've seen no expert report on the car's condition from the time it was returned to Miss C. I note she had the tyres changed in July 2025 but that was some months after the car was back in her possession. I'm not persuaded Tradex most likely caused damage to Miss C's car.
- I know Miss C, during October 2024 to March 2025, was paying for things like roadside assistance. And when the car was returned in March it had to be cleaned, and certain necessary things were needed like the oil changing.
- I can understand why Miss C thinks Tradex should reimburse these type of costs – after all her car was not with her for many months. However, the normal costs of running a car, including related insurance and maintenance, aren't usually something I'd make an insurer reimburse. Simply put they aren't extra costs incurred because of its failure. And, if it had acted as I've said it should, returning the car to Miss C in late 2024, she'd have wanted the related insurance covers in place and the maintenance things, like changing the oil, would always have needed to be done.
- Of Miss C's full list of damages/costs I've only found Tradex is liable for reimbursing her cost for the first replacement battery. I'll require it to pay this sum to her plus interest applied from the invoice date until settlement is made.

Communication issues and delays in March 2025

- Tradex accepted there had been issues returning the car to Miss C in March 2025.
- As I understand it Tradex was to return the car to Miss C's garage on 6 March 2025. But the garage cancelled that delivery. Miss C then asked for the car to be delivered to her home address. Tradex did this but further issues meant that didn't happen until the Saturday.
- It bears note here that Tradex did not cancel the initial delivery. And I'm also aware that one Tradex staff member in particular did try their best to resolve matters to avoid the car's delivery slipping into the weekend. So, whilst the car's delivery being delayed and it ultimately arriving with Miss C on the weekend was clearly distressing for her, I don't think that upset was caused solely by Tradex' failures.
- I know there was one call on 6 March – where Miss C felt the agent she spoke to was unfamiliar with her case. But the agent, from what I have seen, did then seem to get to grips with the complexities of the matter during the call and, overall, seems to have provided a good level of service.

- Tradex accepted there were some things it could have done better. I agree and I am satisfied that the £250 it has already paid in compensation reasonably reflects that. This one particular period lasted a few days and, as I've said, the upset suffered wasn't all caused by failures of Tradex.

Other extra costs

- Miss C paid £450 to get her car to her garage. Tradex did agree to take the car straight to the garage, it then delivered the car to Miss C's home at her request. So I'm not persuaded this charge was incurred by Miss C on account of any failure by Tradex. As such, I'm not going to require Tradex to reimburse this sum.
- I note Miss C's asked for reimbursement of storage charges. These don't seem to have been incurred for Miss C's car though. She says she had personal belongings in storage which she then couldn't access because of the ongoing situation with her car. I appreciate this was all very difficult for Miss C but I'm not persuaded I can hold Tradex responsible for this particular problem. As I've said above, even after Miss C got her car back in March, she didn't fully repair it straightaway.
- I know there were likely good reasons for that, associated most likely with her difficult and complex financial situation. But that situation wasn't caused by Tradex. I realise Miss C thinks it is all linked and things would have been entirely different for her if Tradex had done things differently. I realise Miss C will not agree with me but I don't think the matter is that simple. Miss C is at the heart of all this and, as such, she will feel things keenly and every perceived wrongdoing will resonate against another failure or loss. But, from my removed perspective, I can see that Tradex, and importantly, its failures, only played a small part. I trust Miss C will understand that I mean no disrespect to her when I say that. I trust she'll understand I'm offering her my view of things as an impartial arbiter who has, as she's asked, considered her complaint. As I said above, even if Tradex had returned Miss C's car to her in late 2024, it's unlikely, in her difficult financial situation, she'd have been able to repair the car there and then.
- I can see Miss C is still unhappy about the sum of circa £430 she paid to Tradex to get her car back. I know she's also said to our Investigator there was a sum of £480 she wants reimbursing for the return of her car. I think the sums are different but, in both cases, Miss C is talking about the same charge. I haven't seen a sum of £480 being charged for something else. And I can't comment on the fairness of the £430 Tradex charged – that was dealt with in the other complaint. I haven't seen that Miss C incurred a sum of £480 that I'm reasonably satisfied Tradex should have to reimburse her.

Putting things right

I require Tradex to pay Miss C:

- £174.99 for the first replacement battery, plus interest* applied from 10 March 2025 until settlement is made.
- A further £300 compensation (this is in addition to the £250 it paid previously – but if I am wrong and that £250 has not been paid, that should be paid now too).

*Interest is at a rate of 8% simple per year and paid on the amounts specified and from/to the dates stated. HM Revenue & Customs may require Tradex to take off tax from this interest. If asked, it must give Miss C a certificate showing how much tax it's taken off.

My final decision

I uphold this complaint. I require Tradex Insurance Company PLC to provide the redress set out above at "Putting things right".

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 11 November 2025.

Fiona Robinson
Ombudsman