

## **complaint**

Mr U is unhappy that he was not offered a renewal quote from Tradewise Insurance Services Ltd and that he is not eligible for a motor trade policy. He also believes that Tradewise has logged a claim incorrectly against his previous policy.

## **background**

Mr U had a motor trade policy with Tradewise and it requested confirmation of his involvement in the commercial motor trade. It wanted to establish that the information it held was accurate and that Mr U qualified for the policy.

Tradewise told Mr U that it would cancel the policy if he did not provide the information it had requested (in line with the policy terms and conditions). Mr U did not provide the information requested by Tradewise but raised a number of points of law in his replies before going onto admit that he did not receive any income in relation to the motor trade. Tradewise was cancelling his policy as it is a requirement that the policyholder must have a commercial involvement within the motor trade industry to hold the policy.

Mr U complained to Tradewise about the cancellation and it agreed to reinstate the policy as a gesture of goodwill, but made it clear to Mr U that it would not renew the policy. In relation to the issue of incorrectly recording a claim against Mr U's policy Tradewise confirmed that there had been suggestion of a claim but that it has been closed off and will not show against the policy.

As Mr U remained unhappy he complained to this service and our adjudicator investigated his complaint but did not uphold it. She was of the view that Tradewise acted reasonably in relying on its requirement that a consumer must have a commercial involvement within the motor trade. As she was satisfied that Tradewise has the right to refuse to offer a quotation if it did not wish to insure the risk presented, and Mr U did not agree, the matter has been escalated to me for a final decision.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. I must highlight that I have looked at the matter independently and impartially.

As Tradewise reinstated Mr U's original policy the only issue left to determine is whether it acted reasonably in using its commercial discretion not to offer Mr U insurance upon renewal. Furthermore, whether Tradewise dealt reasonably with a claim on his policy.

Tradewise is entitled to make a commercial decision whether to insure Mr U or not. As the adjudicator highlighted Tradewise has the option to refuse to offer a quotation if it does not wish to insure the risk presented. I cannot question its commercial judgement or conclude that it acted unreasonably, particularly as Mr U went on to get cover elsewhere so he has not been prejudiced.

I do not propose to reverse the earlier cancellation as Tradewise reinstated the policy and allowed it to lapse. However, as Mr U does not appear to be involved in the motor trade I cannot conclude that it acted unreasonably in asking questions about his business. As Tradewise reinstated his policy and tried to assist Mr U to gain cover elsewhere, at a

competitive rate, it is clear that it acted more than reasonably and tried to ensure that it provided good customer care.

Finally, Tradewise has closed off a claim as non-fault on Mr U's policy and has provided documentation to evidence its position which seems fair and reasonable in the circumstances.

**my final decision**

It follows, for the reasons given above, that I do not uphold Mr U's complaint and I make no award against Tradewise Insurance Services Ltd.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr U to accept or reject my decision before 19 March 2015.

Colin Keegan  
**ombudsman**