

complaint

Mr V complains that Tradewise Insurance Company Limited removed his wife from his motor insurance policy unreasonably. He also complains that the policy was later cancelled.

background

Mr V took the policy out in March 2012. When Tradewise inspected the driving licences of the named drivers on the policy it found that Mr V's wife had an undisclosed medical condition which had led to a three-year restriction on her licence. It also noted that she lived at a different address to Mr V, so for insurance purposes, she could not be classed as Mr V's spouse. In January 2013 the policy was cancelled, not by Tradewise but by Mr V's broker, due to Mr V's failure to pay the premiums. Tradewise issued a refund, but in the interim Mr V was stopped by the police for driving without insurance.

Our adjudicator did not uphold Mr V's complaint against Tradewise. In her view, his wife's removal from the policy was reasonable in the circumstances and Tradewise had given an appropriate seven-day warning of the removal. It was not responsible for the cancellation.

As Mr V disagreed, the complaint was passed to me for review.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Mr V insists that Tradewise was aware of all the information about his wife before inception, but I am satisfied the evidence shows that it did not have the details that led to its decision to remove her from the policy at that stage. It is possible Mr V supplied this information to the broker, but if so, that is a matter to be addressed with the broker.

I agree with the adjudicator that Tradewise acted reasonably in terms of the removal. Mr V's wife not only lived at a different address to him, but the area in which she resided was one for which Tradewise does not offer cover.

Mr V appears may be confused about the cancellation; I am satisfied that Tradewise was not responsible for it. If Mr V was not advised of the cancellation (and therefore unknowingly drove his vehicle without insurance) that is a matter for his broker, as the broker cancelled the policy. I am satisfied that Tradewise's involvement in the cancellation was limited to calculating and issuing a refund on the policy, which it did on a pro-rata basis, charging only for the days on which cover had been provided. Mr V says he did not receive a refund, but again, that is a matter for the broker, which was responsible for passing it on to him.

I am satisfied that Tradewise acted fairly and reasonably in all respects and that there is no basis on which to uphold Mr V's complaint against it.

my final decision

My final decision is that I do not uphold this complaint.

Susan Ewins
ombudsman