

complaint

Mr and Mrs G complain that Tradewise Insurance Company Limited should pay their fire claim on their motor trade insurance policy.

background

Mr and Mrs G owned a van which was for sale. It was badly damaged by fire while parked overnight in a superstore car park. They complained when Tradewise declined their claim.

The adjudicator did not recommend that the complaint should be upheld. He concluded that Tradewise was entitled to rely on the following clause:

“3. The Company will provide Insurance ...while an Insured Vehicle is:

(a) being used on any road or temporarily garaged or parked during the course of a journey in or on any premises not owned by or in the occupation of the Insured or any partner...or person named or described in the Schedule;

(b) garaged in the private domestic garage or parked at the private residence of the Insured...”

Mrs G disagrees with the adjudicator's opinion. She says Tradewise mis-sold the policy, but it included social, domestic and pleasure. The van was in the course of a journey and the fire was not malicious. And Tradewise changed its reasons for not paying the claim, she adds.

my findings

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

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

The policy documents record the name of a broker. Therefore, I am not satisfied that Tradewise was responsible for selling the policy to Mr and Mrs G.

The quoted clause 3 appeared on the first page of the “motor trade road risks” policy document. Therefore, I am satisfied that it was sufficiently highlighted to Mr and Mrs G.

From what Mrs G has said, I accept that the van was stored in the superstore car park following a viewing by a customer. Therefore, I do not consider that it was “*parked during the course of a journey*”.

As they were trying to sell the van in the course of their business, I do not consider that Mr and Mrs G were using it for social domestic and pleasure purposes.

I accept that Tradewise also noted a discrepancy in a copy of an MOT certificate. I do not consider that this detracts from its reliance on clause 3 as its reason for declining the claim.

Overall, I do not conclude that it would be fair and reasonable to order Tradewise to pay Mr and Mrs G's claim.

Mrs G has made some new points in the course of this complaint and, in my view, has sought to broaden it. I consider that it could not initially include a complaint that Tradewise later cancelled the policy. As Tradewise had not had an opportunity formally to respond to that complaint before Mr and Mrs G brought it to us, I do not consider that it would be fair for me to make any findings on it in this decision.

my final decision

For the reasons I have explained, my final decision is that I do not uphold this complaint. I make no award against Tradewise Insurance Company Limited.

Christopher Gilbert
ombudsman