

## **complaint**

Mr B is unhappy that Tradewise Insurance Company Limited cancelled his motor insurance policy.

## **background**

Mr B took out the motor policy through a broker in February 2015. The broker asked him to send in copies of his driving licence and proof of claim-free driving. Several requests were made for this information between February and July 2015.

Mr B sent some information in March 2015 but was told this wasn't enough, as it wasn't in his name. He was asked to send a letter from the previous insurer confirming his claims record.

He says he sent the documents requested on 22 June 2015. And he says the terms of his policy say that notice of cancellation will be sent by recorded delivery but this wasn't done. He wants the cancellation to be removed from his records. Because of the cancellation, he's had problems with other insurers and he has had a number of financial losses as a result. He puts this at over £6,000, including £2,500 damages for having an insurance cancellation recorded against him.

Tradewise says it didn't receive the documents it asked for. It says it sent the notice of cancellation by recorded delivery and also by first class post, on 10 July 2015. The recorded delivery letter wasn't signed for but it wasn't returned to Tradewise. It cancelled the policy on 17 July 2015. It wrote again afterwards to confirm and gave a pro rata refund of premium.

One of our adjudicators looked into the case. She thought that Tradewise was entitled to cancel the policy and had provided enough notice to Mr B. Mr B didn't accept this, so the matter has been passed to me.

Mr B's also made a complaint against the broker, which I'm dealing with separately.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

The broker sent at least 12 letters to Mr B asking for copies of the driving licenses and proof of claim-free driving.

In his complaint form, Mr B says he sent the documents requested on 22 June 2015. It's not clear whether he means he sent them on 22 June 2015, or is referring to the broker's letter to him of 22 June 2015. Mr B sent some information in March 2015, that Tradewise told him wasn't enough. I haven't seen any evidence of any other information being sent in.

But from what I've seen, Tradewise wasn't provided with the information it needed from Mr B. He did send a copy of the insurance certificate, which showed him as a named driver on his partner's policy. He also sent a statement of proof of no-claims discount in his partner's name. He thinks the two documents together should have been enough.

However, I can see that this might not prove that Mr B was entitled to a no-claims discount in his own name. And there's also mention of a gap in cover. Mr B was asked to get a letter from the other insurer to confirm he hadn't made any claims either but this wasn't sent in. He also only sent the front of his and his partner's, driving licences when Tradewise needed the paper counterpart as well. I therefore think Tradewise was entitled to cancel the policy.

Tradewise gave Mr B notice that it was going to cancel the policy in a recorded delivery letter. I'm happy that this was sent, which is all Tradewise needed to do. It also sent the letter by first class post. He was also warned this would happen in each of the letters the broker sent. The only letter Mr B says he didn't get is the recorded delivery one.

Mr B was given proper of notice that the policy would be cancelled. I don't therefore agree that Tradewise should be asked to change its records or compensate him for any problems this has caused.

### **my final decision**

I don't uphold this complaint against Tradewise Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 29 April 2016.

Harriet McCarthy  
**ombudsman**