

## complaint

Mr A complains that Tradewise Insurance Company Limited didn't pay him enough for his written-off car when he made a claim on his motor trade insurance policy.

## background

Tradewise first offered to pay Mr A £1,200 for his car. It increased that to £1,500 after he gave it further details. The standard policy excess was £500. As Mr A's car was a convertible model, a further £250 excess was due under the policy. Mr A didn't accept Tradewise's offer for his car. He didn't accept that the extra policy excess had been notified to him, as his renewal documents had been sent to the wrong address. Mr A also thought Tradewise had handled his claim badly in general.

Our adjudicator thought the offer Tradewise had made for Mr A's car was fair. And it had since offered to waive the £250 policy excess. He didn't think there were any *avoidable* delays in dealing with the claim. He also didn't think Tradewise should have made more contact with Mr A whilst it was ongoing.

Mr A said his main concern was the low valuation of his car. He thought the lowest acceptable offer for it was £2,000, less the policy excess. As the adjudicator didn't agree, Mr A asked for a review of the complaint by an ombudsman.

## my findings

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

I agree with the adjudicator's view about the claims handling.

Mr A's policy only offered him the *trade* value of any car he owned. Tradewise's engineer checked the national trade guides for prices. He also took into account the condition and mileage of Mr A's car. That seems fair enough to me.

We found the trade guides quoted £1,165 to £1,725 for it. That's in line with the sum Tradewise offered Mr A. He sent us details of a trade guide showing a valuation of £2,050 for his car at the time of loss. But our research was based on a quote that included the mileage of Mr A's car. I think that was fair as well.

Mr A found adverts quoting much higher prices for similar cars to his. However, it looks as though the prices quoted were for *retail* rather than trade sales. In any event, we don't often find adverts helpful. They're subjective and open to negotiation. The *retail* value of Mr A's car would have been higher, but that's not what the policy covered.

I know Mr A doesn't accept that the trade guide valuations are accurate. But we think they represent the fairest way of finding a vehicle's likely value. I don't think Tradewise acted unreasonably in the way it dealt with the valuation.

In my view, Tradewise made Mr A a very fair offer in proposing to waive the £250 additional policy excess. It didn't have to do that. The term setting out the excess was in the policy documents. Mr A might not have received them at renewal, but the term hadn't changed from the previous year.

**my final decision**

My final decision is that Tradewise Insurance Company Limited should settle this complaint, as already agreed, by waiving the additional £250 policy excess charge.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 5 September 2016.

Susan Ewins  
**ombudsman**