

complaint

Mr G's complained that Tradewise Insurance Company Limited refused to pay a claim he made under his motor trade policy.

background

Mr G was involved in an accident in March 2012 but the claim wasn't paid at the time. In January 2018 Mr G contacted Tradewise to ask about his claim. He said he'd contacted Tradewise on a number of occasions since 2012 but it hadn't dealt with his claim. Tradewise said Mr G hadn't returned the accident report form that it needed to look into things.

Mr G said he'd crashed into the back of a car that had stopped suddenly and another unidentified car had crashed into the back and side of his car. Mr G didn't think the accident was his fault.

In February 2018 Tradewise appointed an engineer to inspect Mr G's car. Based on the findings of that report Tradewise said it wouldn't pay Mr G's claim. It said it wasn't able to substantiate the damage that had been caused in the accident due to the time that had passed. And it also couldn't look to recover any of cost from another insurer even though Mr G said the accident wasn't his fault.

Mr G wasn't happy with this and brought his complaint to us. He said Tradewise should have paid his claim as well as the storage costs he's incurred since the accident. He said Tradewise had based its decision on his surname and had also told him he had seven years to claim. Mr G was also unhappy with the service he'd received from Tradewise. He said it had written-off his car and also never sent him his policy documents.

Our investigator didn't think Tradewise needed to pay Mr G's claim. She said it wasn't reasonably able to assess the damage that had been caused in the accident or look to recover any costs due to the time that had passed. She didn't think Tradewise had delayed the claim and wasn't persuaded Mr G had contacted it between 2012 and 2018.

Mr G didn't agree and asked for an ombudsman's decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I've decided not to uphold it.

Mr G's made a number of detailed points so I've focussed on what I think are the main issues. I'm aware Mr G said he wanted to send us more information but he hasn't provided any despite our investigator contacting him and giving him more time to do so.

I've looked at Tradewise's call notes from 2012 to consider what happened following the accident. The call notes from 20 March 2012 show the accident was reported to Tradewise via the other driver. Tradewise called Mr G who said he was "*hit in the rear*" causing him to hit the car in front. The notes from that day say Mr G hadn't decided if he was going to claim.

The note on 30 March 2012 says Tradewise contacted Mr G to ask him to return his 'claim' form. And another note on 18 April 2012 to say a chaser was sent recorded delivery. Mr G

then called on 24 April 2012 to say he hadn't received the accident report form so Tradewise said it would send another copy. On 17 May 2012 Tradewise's call note says it sent another chaser. On 28 May 2012 Mr G called Tradewise to say he was going to send the form back and he also asked for a policy booklet. Tradewise's notes show it asked the broker to send Mr G a copy of his policy.

On 13 June 2012 the notes show Mr G sent in photos of the car he'd crashed into but not the accident report form. On 29 June 2012 the notes show Tradewise asked the broker to help chase the form. On 6 July 2012 Mr G contacted Tradewise to say he'd sent back two forms and Tradewise said it hadn't received them. There's no further contact shown in the notes between Tradewise and Mr G until January 2018.

I've seen copies of some of the letters Tradewise sent to Mr G and all have his correct address on. So I'm satisfied Tradewise sent the letters. Mr G also said he'd returned two forms so this shows he did receive some of the letters. On 6 July 2012 Tradewise sent Mr G a letter saying it needed the accident report form back and by not doing so Mr G was breaching the policy's terms and conditions.

Given the number of times Tradewise wrote to, and spoke to, Mr G about returning the accident report form I'm satisfied it did enough in 2012 to let him know what he needed to do if he wanted to claim. Mr G's said he sent back forms. But Tradewise told him it hadn't received them and I haven't seen anything to persuade me that Mr G contacted Tradewise to chase up his claim until 2018.

I understand Mr G said Tradewise told him he'd got seven years to claim but I haven't seen anything to support this. The letters from Tradewise told Mr G he needed to return his form immediately so as not to breach the terms and conditions of his policy. So I think Mr G should reasonably have known he needed to send the form back to Tradewise straight away.

The terms and conditions of Mr G's policy say the policyholder needs to give Tradewise all the information and assistance it needs in connection with any claim or incident. Tradewise said Mr G didn't do this because he didn't send back his accident report form.

It's reasonable for Tradewise to ask for the details of an accident in order to deal with a claim. So I don't think it needed to deal with Mr G's claim until he'd returned the accident report form. When Mr G sent Tradewise the form in 2018 it asked an engineer to inspect his car. So I think it acted fairly and reasonably in considering the claim at that point.

The engineer's report showed damage to the front and side of Mr G's car. The engineer said the last MOT before the accident said the car had damage to the side. The engineer said the damage to the side had been temporarily repaired using tape but there'd been no temporary repair to the front of the car suggesting the damage might have happened at different times. The engineer said Mr G told him the car was in good condition prior to the accident in 2012 with no previous damage.

Tradewise initially said it would write-off Mr G's car and pay his claim. But then said it couldn't substantiate what damage had been caused in the accident he was claiming for. Given the engineer's conclusions, the MOT report showing previous damage and the amount of time that's passed I see no reason to interfere with Tradewise's decision. And I haven't seen anything to suggest Tradewise made its decision based on Mr G's name. It

follows that I don't think Tradewise needs to cover any of the storage fees Mr G's incurred because I don't think Tradewise is responsible for the delay or paying the claim.

I understand Mr G thinks Tradewise inspected his car with the intention of writing it off without paying his claim. But I haven't seen anything to persuade me that was the case.

Mr G's said he didn't receive a copy of his policy so he didn't know what he needed to do. I've seen a copy of the welcome pack he was sent when he bought his policy and that included a copy of the policy booklet. The pack has the correct address on and I've also seen a screenshot from the broker that shows the policy was sent. So I'm satisfied Tradewise sent it to Mr G. In any event Tradewise clearly told Mr G what he needed to do in letters and on the phone, so even if he hadn't seen his policy he had enough information to progress his claim.

Overall Tradewise has acted fairly and reasonably and in line with the terms and conditions of the policy, so I'm not going to ask it to do anything differently.

my final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 4 October 2018.

Sarann Taylor
ombudsman