

complaint

Mr M has complained that Tradewise Insurance Company Limited have refused to pay his claim under his motor trade road risk insurance policy after his van was stolen. Mr M is represented by Mr P.

background

Mr M's van was stolen when it was parked on a street overnight near the address of his ex-wife and children. Tradewise have refused to pay his claim for the theft because they say Mr M didn't tell them that he regularly stayed at this address, parking his van there. They said that Mr M only disclosed one address when he bought his policy. Tradewise said his van was only covered under their policy at a different address if that address was being used temporarily as part of a journey.

They also said that as Mr M didn't provide them with enough evidence of his involvement in the motor trade, they didn't think it was right to provide him with cover. So this added to their decision to refuse to pay his claim for the theft of his van. Mr M wasn't happy and so brought his complaint to us.

The adjudicator who investigated it didn't think Mr M's complaint should be upheld. He thought Tradewise had acted fairly because Mr M hadn't told them that he stayed at his ex-wife's address regularly and left his van parked there. If they had known that, they would have asked him to pay a higher premium. He also thought they weren't unreasonable to question Mr M's involvement in the motor trade, as he hadn't provided them with the evidence they asked for.

Mr M remained unhappy and so his complaint has been passed to me to decide. Mr P says on Mr M's behalf that it's all a misunderstanding over his visits to his ex-wife's address as he is not a native English speaker. Mr P has also explained this is why some of the documents Tradewise asked for are in his son's name instead of Mr M's own name.

my findings

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

Under Mr M's policy, cover is only provided if Mr M parks his van or any other vehicle insured under the policy, at his home address, his business premises, or if it is parked somewhere else as part of a journey. Tradewise said he didn't park this van in any of these places and there was no evidence it was parked as part of a journey. The police report said Mr M's van had been parked near his ex-wife's house for at least 36 hours before it was stolen. Tradewise say this means Mr M didn't park his van there as part of a journey. I think this was reasonable and I don't think Tradewise did anything wrong in refusing to pay his claim.

Tradewise say Mr M told them he visits his children there a couple of nights a week. Mr P says this was a misunderstanding as Mr M is a non-native English speaker, but I've listened to the call recordings and Mr M says that he was visiting his children at the time and his van was parked there overnight. Mr M had quotes from Tradewise using his ex-wife's address in 2010 and the premium was more expensive than his current policy from his home address. So if Tradewise had known he also used this address, they would have charged him a

higher premium. So I don't think it was unreasonable for Tradewise to think that Mr M hadn't told them about this other address rather than he just didn't understand.

Tradewise also wanted to know about Mr M's involvement in the motor trade as they didn't think he had provided them with enough evidence to show he was a motor trader in order to be covered by this policy. As Mr M had only provided some sales receipts and ads in his son's name for vehicles, Tradewise didn't think this was enough to show he was a motor trader. His tax return also lists his self-employment as a van driver and not a motor trader, so I think it was reasonable for Tradewise to think that it's possible Mr M wasn't a motor trader, which he needed to be in order to get cover under this policy.

I also think it's more than likely that Mr M did understand the terms of his policy because he bought it through a specialised motor trade insurance broker and his no claims discount (NCD) was from a previous motor trade insurance policy. So I think that Mr M did understand that he was buying a specialised type of motor insurance for those involved in the motor trade. As I think Tradewise didn't do anything wrong in deciding he hadn't shown he was running a motor trade business I don't think they were unreasonable to refuse to pay his claim for the theft of his van.

my final decision

For the reasons I've discussed above, 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 M to accept or reject my decision before 9 December 2015.

Mary Dowell-Jones
ombudsman