

The complaint

Mr T has complained about the way his commercial vehicle insurer, Tradex Insurance Company PLC ('Tradex'), dealt with a claim that was made against his policy by a third party.

What happened

I issued a provisional decision regarding this complaint last month. An extract from that decision follows:

"In December 2024, Mr T was involved in a road traffic accident while driving around a roundabout which he doesn't believe he was at fault for. When he spoke to Tradex he said that his van hadn't sustained much damage and he didn't want to claim on his policy.

Tradex received a claim from the third party who was holding Mr T at fault and said Mr T changed lanes and caused the collision. The third party claimed for damage to their vehicle and also for personal injury.

Mr T said he didn't believe he was liable and that the third party was in the wrong lane for the exit they wanted to take and collided with him when they changed lanes.

Tradex was provided with evidence from the third party which included dash cam footage. After reviewing this, Tradex said it believed Mr T would be held to be at fault for the accident. It discussed the matter with Mr T who didn't agree and so it said it would continue its investigation. Nevertheless, Tradex proceeded to admit liability and deal with the third-party claim without notifying Mr T.

Mr T wasn't happy about this and complained. He said Tradex didn't take into account the evidence he provided or his version of events. Tradex agreed and added that Mr T was given conflicting information as some of its handlers agreed the claim was not his fault whereas others disagreed. It also accepted that there had been little to no investigation and informed Mr T that the dash cam footage was no longer available and that those who reviewed it failed to take comprehensive notes. It said as liability had already been admitted, it had no choice but to deal with the third-party claim. It agreed to allow Mr T's no claims discount (NCD) but recorded the claim as a "fault" claim. It also paid Mr T £300 compensation for the distress and inconvenience it caused him.

Mr T didn't agree and brought his complaint to our service. He said his premiums have doubled and wanted the claim to be noted as "non-fault".

The matter was reviewed by one of our investigators who didn't think Tradex had handled the matter well. Our investigator thought Tradex should mark this as a "non-fault" claim and recalculate Mr T's premium based on this updated information.

Tradex didn't agree and asked for an ombudsman's decision. It said the dash cam footage was still available at the time when it referred the matter to our service but wasn't reviewed in time and is no longer accessible. It added that it sent accompanying screenshots as well as commentary from the team who reviewed the footage who said Tradex wouldn't be able to defend the claim based on the available evidence. It said the screenshots show Mr T crossing over to the third-party lane. Tradex added that it asked the third party's representatives for another copy of the dash cam footage but this hasn't been forthcoming.

Our investigator didn't change his mind, and the matter was then passed to me to decide.

What I've provisionally decided – and why

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

Evidence of the accident

As mentioned above, the dash cam footage is no longer available. Tradex explained this was provided by the third party so it isn't something it can control. The evidence which is still available includes stills from the dash cam footage, notes from the handlers who reviewed the footage at the time, a video of the route but not the accident which was recorded by Mr T after the accident and maps of the accident location. Tradex has tried to contact an independent witness, but they never responded.

As our investigator said, it isn't the role of this service to decide who was at fault for the accident. Our role is to decide whether the actions taken by Tradex based on the information it had available to it at the time, were fair and reasonable. Where the evidence is incomplete, inconclusive or contradictory, we reach our decisions on the balance of probabilities. In other words, what we consider is most likely to have happened considering the available evidence and the wider circumstances.

It is clear that the best evidence available was the dash cam footage because it showed how the accident actually happened. This is no longer available. Tradex said our service failed to review it in time, however, it is for Tradex to present the evidence it wishes for us to consider in the best possible format.

Tradex says that the footage was viewed by a number of its handlers but its internal notes also say that those handlers failed to take detailed notes of what was on the footage. Their notes mainly consist of stating that Mr T changed lanes. But there are other notes which also state that the third party changed lanes too.

After Mr T complained in December 2024, a handler who spoke to Mr T at the time said they'd reviewed the footage and a map of the location of the accident and noted that Mr T was in the middle lane and was aiming to take the third exit. They added that the third party joined from the right-hand lane and then moved into the middle lane and that Mr T (the note

says this was the third party but I think it is an error looking at the screenshots provided of the dash cam footage) also moved to the middle lane but should have moved to the left lane if he followed the road markings. The handler noted that they discussed this with four colleagues who also believed that Mr T would be at fault for the accident looking at the footage and the map.

There is a further note of a conversation between Mr T and a handler three days later. The handler said that the footage shows Mr T changing lanes whereas the third party maintained lane discipline. Mr T said it was important to ask which exit the third party was planning to take. The handler agreed to review Mr T's video of the route and consider the proper way to use the roundabout before making a liability decision.

There was a further discussion with Mr T in January 2025 with the handler going through the map with Mr T. The handler said the third party confirmed they were taking the second exit which meant they were in the wrong lane and so they were the ones who tried to overtake Mr T which led to the collision.

Based on the information above, it seems there was some limited further information regarding what was on the footage than what was originally believed. Nevertheless, where the handlers, who themselves viewed the footage, initially said it was Mr T who changed lanes they later agreed with him that it was the third party who veered into his lane. And this seems to have been based on the fact that the third party later admitted that they were taking a specific exit which required them to be in a different lane. Even with slightly more evidence regarding what was on the footage, it is still unclear who changed lanes.

In the absence of the dash cam footage, I think the stills from the footage are the next best available evidence. But in my view, they don't conclusively show how the accident happened or that Mr T changed lanes. They show Mr T's van which seems to be in the middle lane heading towards the roundabout. The van is ahead of the third-party vehicle where the dash cam is fitted. The third-party vehicle seems to be getting closer and closer to the van. The screenshots then show the two vehicles almost side by side with Mr T's vehicle to the left of the third-party vehicle. As they enter the roundabout the third-party vehicle seems to still be in the same lane which has now become the middle lane with a new lane appearing to the right. The final two stills don't show Mr T's vehicle.

Mr T said the third-party vehicle was in the right-hand lane when it should have been in the middle lane in order to take its intended exit. Whereas he was in the correct lane. From the screenshots I haven't been able to see either the third-party changing lanes or Mr T moving to the right as alleged.

Mr T has provided a video of the route but as it isn't of the accident itself, I didn't find it very helpful either. I appreciate Mr T wanted to demonstrate he was in the correct lane for the exit he intended to take and that the third party was in the wrong lane. But without seeing what happened at the time of the accident, and specifically if either party changed lanes, whether they indicated etc. it isn't possible to say whether Tradex admitting liability was fair and reasonable.

Bearing in mind that I don't think there is sufficient evidence to support Tradex's decision to admit liability, on balance, I am unable to find that this decision was fair or reasonable. I think

there is an absence of evidence in support of either party being liable. Tradex says it is now bound by the admission it made, and I appreciate that by this point it may have also settled the third-party claim. At the same time, without evidence to show that Mr T wasn't liable for the accident, Tradex originally said it was he who changed lanes, I don't think it would be helpful for Tradex to try to reinvestigate liability and potentially try to resile from the admission. Nevertheless, I think its actions have potentially prejudiced Mr T because it is no longer possible to investigate liability due to a crucial piece of evidence no longer being available. And Tradex's actions have certainly caused Mr T a lot of distress and inconvenience. This is something I will deal with later on.

It follows that I think Tradex has rightly allowed Mr T's NCD but I think it should also go a step further and mark this as a "non-fault" claim. It must recalculate Mr T's later premiums based on this change. If Mr T has gone to a new insurer, Tradex should provide a letter explaining that it has updated this to a "non-fault" claim so that the new insurer can recalculate Mr T's premium.

Tradex's handling of the claim

As I mentioned above, by its own admission, Tradex's liability investigations were minimal and its conversations with Mr T contradictory. It also failed to inform Mr T that it admitted liability until after the event.

I think bearing in mind Tradex: provided conflicting information, reached a liability decision without informing Mr T and then said it would reinvestigate liability after he complained but wasn't able to, by its own admission carried out a very poor liability investigation and didn't take into account Mr T's version of events, I think the compensation award should be higher. I think Tradex's handling of the claim was poor and caused Mr T considerable distress and inconvenience. I, therefore, think it should pay Mr T a further £200 compensation to bring this to a total of £500.

My provisional decision

For the reasons above I am considering upholding this complaint. Tradex Insurance Company PLC must pay Mr T a further £200 compensation for the distress and inconvenience it caused him. And it must update internal and external databases to mark this incident as non-fault. It must also recalculate Mr T's premium on this basis and issue any refunds due plus 8% interest per year simple from the date those were paid to the date it pays him. If Mr T has insured his vehicle with another insurer Tradex Insurance Company PLC must provide him with a letter confirming the change to a "non-fault" incident so that he can present this to his new insurer and ask them to recalculate his premium."

Mr T responded to my provisional decision and said he accepted the outcome. However, he said he wasn't happy that I didn't consider his video of the route he had taken on the day of the accident helpful. He felt it clearly showed he wasn't at fault for the accident, and also that the third party had to cut across two lanes of traffic in order to take their intended exit.

Mr T also said that he had been advised by his broker that some databases, but not all, were already showing this as a "non-fault" claim.

Tradex didn't respond to my provisional decision. I decided to proceed with my final decision especially as in my provisional decision, I reached a similar outcome to our investigator.

What I've decided – and why

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

I appreciate Mr T is disappointed that I didn't rely on the video he had prepared to show the route he had taken on the day of the accident. As I explained in my provisional decision, as this footage doesn't show the actual accident it isn't possible to know what actually happened on the day in question. But I thought it was useful to see the layout of the road and I am grateful to Mr T for providing this evidence.

As Mr T accepts my provisional decision and as there are no additional comments from either side, the findings I made in my provisional decision are now the findings of this, my final decision.

My final decision

For the reasons above I have decided to uphold this complaint. Tradex Insurance Company PLC must pay Mr T a further £200 compensation for the distress and inconvenience it caused him. And it must update internal and external databases to mark this incident as non-fault.

It must also recalculate Mr T's premium on this basis and issue any refunds due plus 8% interest per year simple from the date those were paid to the date it pays him. If Mr T has insured his vehicle with another insurer, Tradex Insurance Company PLC must provide him with a letter confirming the change to a "non-fault" incident so that he can present this to his new insurer and ask them to recalculate his premium.

Tradex Insurance Company PLC must pay the compensation within 28 days of the date on which we tell it Mr T accepts my final decision. If it pays later than this it must also pay interest on it from the deadline date for settlement to the date of payment at 8% a year simple.

If Tradex Insurance Company PLC considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr T how much it's taken off. It should also give Mr T a tax deduction certificate if he asks for one so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 6 March 2026.

Anastasia Serdari
Ombudsman