

## **complaint**

Mr P was in a car crash and has complained that Tradex Insurance Company Limited refused his claim under his motor insurance policy.

## **background**

Mr P's car was damaged in a car crash in 2013, and he and his wife were hurt. The other driver admitted to causing the accident. Mr P expected that the other driver's insurer would pay his claim but the other insurer eventually refused and advised him to claim on his own policy. So Mr P contacted Tradex.

Tradex appointed an independent claims investigator, who interviewed Mr P in 2014. Tradex wrote to Mr P in May 2015 explaining that both insurance companies had doubts about whether the accident happened in the way that the two drivers had described. As a result Tradex said they wouldn't pay the claim. Tradex also said that Mr P had a tyre on his car with tread below the legal requirement and that this meant he'd broken the terms of his policy.

Mr P complained to us. An adjudicator thought that Tradex hadn't been unfair because their decision to reject Mr P's claim took account of an engineer's report on the two cars that suggested the accident hadn't happened as described. Mr P doesn't agree, so his complaint has come to me to decide.

## **my findings**

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

When they turned down Mr P's claim Tradex indicated that they thought he'd described the accident inaccurately, and they referred to page 39 of Mr P's policy booklet:

### *4 Misleading or fraudulent claims, statements and information*

*We have the right to refuse to pay a claim, cancel or avoid this policy and retain any premium paid if any*

- i) claim or statement made by you or anyone acting on your behalf is in any way fraudulent, deliberately false, intentionally inflated or exaggerated*
- ii) documents given to us are false, forged or stolen*
- iii) information given to us is inaccurate or falsified*
- iv) material facts have been withheld.*

*We may, in addition*

- a) cancel all other policies you have with us*
- b) retain any premiums you have paid*
- c) seek to recover from you any costs we have incurred.*

This condition allows Tradex to reject a claim if the policyholder hasn't been truthful. But we'd expect Tradex to make careful enquiries and have solid evidence before rejecting a claim as false.

It's not possible to say for certain how this car crash happened because there was no independent witness, such as another driver or pedestrian, and no police report as nobody called the emergency services.

Mr P says that he was crossing a roundabout when the other driver pulled onto the roundabout and hit the passenger side of his car, where Mr P's wife was sitting. The other driver gave a similar report. The other driver's insurer asked an engineer to examine both cars, who reported that the damage didn't match up with the way the drivers described the accident. In particular the engineer thought that the damage to Mr P's car seemed to have happened when the car was still, not moving, as the impact marks and scratches were vertical, not horizontal. Tradex looked at the engineer's report and agreed that the damage didn't seem to have happened as Mr P described when their investigator interviewed him.

I think that Tradex acted fairly in relying on the expert opinion of an engineer and also an independent claims investigator. Mr P thought Tradex should have visited the scene of the accident as part of their investigation. But I don't think that would have made a difference, as the evidence from the engineer was convincing enough for Tradex to decide that the accident didn't happen in the way it was reported.

We don't decide how an accident happened. We only decide whether an insurer made a fair and reasonable decision in rejecting a claim. Based on the inconsistency between the damage and Mr P's description of the accident, I'm satisfied that Tradex did so. I realise that this will be disappointing to Mr P.

### **my final decision**

For the reasons given above it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 13 November 2015.

Sandra Webber  
**Ombudsman**