

## The complaint

Mr G has complained that U K Insurance Limited trading as Darwin (Darwin) unfairly rejected a claim he made under his car insurance policy and cited the fraud term as the reason.

## What happened

Mr G bought a car insurance policy with the insurer Darwin in December 2024. A week later he reported his car had been damaged while parked unattended. The cost of the damage meant Mr G's car was uneconomical to repair.

Darwin investigated the claim and rejected it. Darwin said there were inconsistencies in the information it received from Mr G. Darwin said it didn't believe the incident occurred as described, if at all. Darwin said it would cancel Mr G's policy and apply its fraud term under the policy.

Mr G complained to Darwin, but it didn't uphold his complaint. So he asked us to look at his complaint.

One of our Investigators didn't recommend the complaint should be upheld.

Mr G wants an ombudsman to decide.

## 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.

We don't decide fraud. We can look at whether an insurer has applied the terms of the policy in a fair way.

Darwin applied the following term when reaching a decision about Mr G's claim;

*"Fraud You must be honest in your dealings with us at all times.*

*We will not pay a claim that is in any way fraudulent, false, or exaggerated.*

*If you, any person insured under this policy or anyone acting on your behalf attempts to deceive us or*

*knowingly makes a fraudulent, false, or exaggerated claim:*

- your policy may be cancelled;*
- we may reject your claim and any subsequent claims;*
- we may keep any premium you have paid"*

Mr G says he bought his car on 4 December 2024. He said the damage to his car happened

overnight on 11 December 2024 while visiting a friend.

Darwin arranged for Mr G to be interviewed and provided a witness statement. Darwin arranged for a forensic investigator to inspect Mr G's car.

Darwin found inconsistencies in the information Mr G provided. Mr G said he bought the car from an online selling site. Darwin asked for proof of purchase. Mr G said he paid cash from money he had saved, so there was no bank trail evidence. He said he didn't get asked for a receipt or the details of the person he bought the car from. Mr G said he saved the money over time. He couldn't provide any evidence of the recent advert.

The forensic investigator reported inconsistencies in the damage to Mr G's car. I appreciate that their inspection was carried out in March 2025. They identified mould, which Mr G says was due to the time that had passed between the incident in December 2024 and March 2025. But there were other inconsistencies: in the ECU information, and the damage to the car. I find it was reasonable for Darwin to have relied on the professional expert's opinion when reaching a decision in this case.

So, putting together all of Darwin's concerns, I find it reasonably rejected Mr G's claim. This means I'm not asking it to change any of the actions that flows from its decision in line with the fraud term under the policy.

### **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 17 November 2025.

Geraldine Newbold  
**Ombudsman**