

The complaint

Mr S has complained Evolution Insurance Company Limited declined his GAP insurance claim.

What happened

Mr S was involved in a collision on 12 July 2020. He made a claim on his motor insurance policy with his comprehensive motor insurer, who accepted and paid out on his claim. He then made a claim on his GAP insurance policy with Evolution.

His claim was first declined in late 2020 and Mr S complained to our Service around the same time. In January 2021, an Investigator at our Service said that it was unfair to decline Mr S's claim at the time based on the evidence they had. Evolution agreed to continue to investigate the claim. Mr S then complained about claim delays later in 2021, but an Investigator at our Service didn't uphold that complaint.

Evolution asked Mr S to sign a witness statement, but Mr S didn't do this. And nothing happened on the claim until September 2024, when he sent Evolution a copy of CCTV footage of the accident. He said he couldn't do this sooner because he was hospitalised. Evolution considered the claim again but ultimately declined it. This was because they didn't believe the incident happened as Mr S alleged – and referred to a fraud term in the policy to decline the claim.

They listed a number of reasons to Mr S why they didn't believe him, including that he:

- Avoided signing a statement since 2021 – only signing it three years later.
- Covered around 52,000 miles in two years when he'd declared he would only cover around 3,000 miles per year when taking out his comprehensive motor policy. They said the excess mileage would have likely incurred a £10,000 penalty from the finance provider had the accident not happened.
- Asked about the length of GAP policy then had the car written off in the last month of the policy.
- Didn't provide his keys because he said he sold his car – but previously had told Evolution he was keeping it, and there's no recorded change in keeper since 2018.
- Didn't provide evidence to confirm the car was insured at all times.
- Said in a statement that he never applied for a particular type of loan, but Evolution found he was granted one in 2020.
- Was involved in seven insurance claims between 2017 and 2020 including for the theft of a different car which had GAP cover, and one where he claimed for the same damage to his car as he did on his claim with Evolution.

In March 2025, Mr S complained to our Service again. He said:

- He should have been paid under his policy from the time he claimed but Evolution continuously threw obstacles in his way.
- His comprehensive insurer had already paid out on the claim.
- He was passed to an agent who was often unavailable, and he had to chase them up

- constantly.
- He had to stop communication due to being hospitalised. And when he recovered, he discovered the video footage and resumed his claim.
- Evolution made him feel as though they had no intention of paying at all.

Mr S told us he wants his claim handled promptly and fairly in line with evidence provided in accordance with the terms of the policy.

Our Investigator said he thought the insurer acted fairly and didn't ask them to take any action. Mr S disagreed and asked for the complaint to be escalated. It has now come to me 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.

Evolution has raised a number of concerns surrounding the claim and Mr S's actions. Mr S has also provided submissions about why he thinks Evolution's decision was unfair. I've considered everything both parties have said and submitted, but I've focused on what I consider to be the key points raised. I don't mean any discourtesy about this – it simply reflects the informal nature of our Service. I assure Mr S and Evolution that I've read and considered everything they've provided.

I need to make clear it's not for this Service to decide whether a consumer has committed fraud. Our role is to assess whether an insurer has acted fairly and reasonably taking into consideration all the evidence available.

The relevant term in the policy is headed 'Fraudulent Claims or Misleading Information' and it says:

"We take a robust approach to fraud prevention. If any claim under this insurance is fraudulent or intended to mislead, or if any misleading or fraudulent means are used by You or anyone acting on Your behalf, to obtain benefit under this insurance, Your right to any benefit under this insurance will end, Your cover will be cancelled and We will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. We may also inform the police."

So, if Evolution had enough evidence to conclude that Mr S tried to mislead them, they'd be entitled to decline his claim and cancel the policy.

Evolution told Mr S they declined the claim because they don't believe the incident occurred as he alleged. They asked a third party to carry out an investigation into what happened and I've seen the report which had significant concerns around a number of Mr S's actions – along with the other evidence Evolution considered.

Evolution found that Mr S was involved in seven motor insurance claims between 2017 and 2020 (for both comprehensive and GAP insurance) – one of which, in January 2020, involved the same damage in the same location as he was claiming for with Evolution.

Mr S said he sold the car so couldn't provide certain items to Evolution. But Evolution have shown there's no record of a change of owner between 2018 and the time of their investigation. And the evidence presented by Mr S doesn't substantiate that the sale was completed in the way he suggested.

This, combined with other circumstantial evidence and the lack of giving information to Evolution when asked, provide reasonable grounds for Evolution to rely on the fraud term to decline the claim.

There may be some of Evolution's points in isolation that I wouldn't consider fair to rely on to decline Mr S's claim. But that doesn't mean their concerns in other areas or on the whole aren't valid – and I'm satisfied that when Evolution made their decision to decline the claim based on the term above, they had enough information to do so.

I'm also satisfied Evolution are entitled to conduct investigations into a claim and require information to be sent to validate what's been said if they have concerns. This will naturally increase the time taken to come to a decision. In this case, I don't think Evolution caused any substantial unavoidable delays and much of the time taken to come to a decision has been because Mr S delayed answering Evolution's questions.

Given all this, I don't think I can reasonably say Evolution's concerns surrounding this claim were unfair. So, I'm not going to interfere with their decision to not cover this claim.

Mr S noted that our Service said it was unfair to decline the claim in 2021. That outcome will have been based on the evidence available at the time and Evolution was asked to reconsider the claim. This complaint was about Evolution's actions since then including the recent decision to decline the claim.

My final decision

For the reasons above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 27 December 2025.

Andrew Wakatsuki-Robinson
Ombudsman