

## **The complaint**

Mr M complains that Acasta European Insurance Company Limited (“Acasta”) unfairly declined a claim he made on his motor insurance GAP policy.

## **What happened**

The details of the claim are well known to both parties, so I won’t repeat them again here. Instead, I’ll summarise the background and focus on the reasons for my decision.

Mr M held a GAP insurance policy with Acasta. The policy provided cover for a vehicle he purchased in 2020. In September 2024, Mr M contacted Acasta to raise a claim. He said his vehicle had been stolen from his drive and was later found burnt out.

Acasta considered the circumstances of the claim, including CCTV provided by Mr M, which was noted as showing the theft possibly taking place using a relay method. Acasta also appointed a specialist investigator to review the claim, who in turn arranged for a forensic vehicle security expert to analyse the CCTV footage, to assess what the likely method of theft had been.

The report concluded that, while the vehicle model was susceptible to relay theft in principle, the sequence of events shown on the CCTV did not support that a genuine relay theft had occurred. Instead, the report concluded the vehicle could only have been unlocked and started using a coded key fob. Acasta asked Mr M to provide the vehicle key fobs originally supplied when he purchased the vehicle, but Mr M said he was only able to provide one key and explained the second key had been last year in a house move earlier in the year. Acasta said that because they could not examine the second key, they couldn’t rule out that it had been used to access and start the vehicle. Acasta ultimately declined the claim on the basis that Mr M had provided false or misleading information about the claim circumstances.

Mr M felt this was unfair and raised a complaint. Acasta considered this but maintained the claim decline. They said that after reviewing the expert report, the available CCTV, and Mr M’s testimony, they concluded that the theft had, on balance, not happened in the way he’d reported it. Mr M then brought the complaint to this Service.

An Investigator looked into what had happened but ultimately didn’t recommend that the complaint should be upheld. He said he was satisfied the available evidence supported Acasta’s decision to decline the claim as they had concerns over how the claim had happened.

Mr M asked for an Ombudsman to consider the complaint – so, it’s been passed 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.

Having done so, I've decided not to uphold the complaint for substantially the same reasons as the Investigator. I appreciate this is not the answer Mr M was hoping for – so, I've set out my reasoning below.

I want to start by acknowledging that I've summarised Mr M's complaint in less detail than he's presented it, and I've not commented on every point he has raised. Many of the points Mr M has submitted are speculative and do not ultimately demonstrate that Acasta's decline of the claim was unfair. Instead, I've focussed on what I consider to be the key points I need to think about in order to reach a fair and reasonable conclusion. However, I want to assure Mr M that I've read and considered everything that he's provided and if there's something I've not mentioned, it isn't because I've ignored it. No discourtesy is intended by this; it simply reflects the informal nature of this Service.

The relevant rules and industry guidance say Acasta shouldn't unreasonably reject a claim. So, I've looked at whether I'm satisfied Acasta can demonstrate that their decline of the claim was fair, and in line with the policy's terms. Acasta declined to cover Mr M's reported theft as they said they had the following concerns:

- The expert report concluded that the CCTV did not support a genuine relay theft.
- The sequence of events shown in the CCTV was inconsistent with how relay theft typically operates.
- The report had ultimately concluded the vehicle was more likely than not to have been started using a coded key fob.
- Mr M could not produce the spare key and Acasta said the explanation for its loss was implausible.
- As the key could not be checked, Acasta said they could not rule out that it had been used in the theft. They said this was relevant as their expert concluded a key was likely used to take the vehicle.
- They had concerns that the alleged theft had occurred in month 48 of a 48-month GAP policy. They said this significantly increased the financial benefit of a total loss outcome.
- The circumstances of the alleged theft were inconsistent with usual theft claims as the vehicle was later found burnt out.
- Mr M hadn't provided any evidence to challenge their expert's findings and they concluded the only expert evidence available supported their claim decline.

In light of these concerns, Acasta concluded that there had been a deliberate attempt to mislead them over the circumstances surrounding the alleged theft. Mr M's policy entitles them to decline a claim and void the policy where they are satisfied there has been a breach of condition 8.5, which says:

***"Fraudulent claims or misleading information***

*We take a robust approach to fraud prevention. If any claim under this insurance is fraudulent or is 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."*

I've considered all of the available evidence, and where the evidence may be incomplete or contradictory, I'll need to make my decision on the balance of probabilities. That is, considering the evidence which is available and the wider circumstances of the complaint.

Overall, I'm satisfied it wasn't unfair or unreasonable for Acasta to rely on this term to decline the claim and void the policy overall. Given the expert evidence, the unresolved missing key, and the inconsistencies between the reported theft and the CCTV, I'm satisfied Acasta has demonstrated their conclusion that, on balance, the claim was not presented accurately, was reasonable. Taken together, I think it was fair for them to rely on condition 8.5, which allows them to decline a claim where they reasonably suspect misleading information has been provided.

I've also thought about Mr M's submissions around alternative possibilities, including earlier attempts to steal the vehicle, criminals having undisclosed technology, or the vehicle being burnt out accidentally after a genuine theft. I've considered these carefully, as I sincerely appreciate Mr M's strength of feeling over this claim, but I find that Mr M's points don't meaningfully challenge the expert analysis of the CCTV, they don't explain how the vehicle could have been started without a coded key, and there is no independent evidence that supports them.

## **Conclusion**

I appreciate this has been a very difficult experience for Mr M, and I don't underestimate the frustration he's felt in having his claim declined. But my role is to decide whether Acasta acted fairly when they declined to cover the alleged theft claim under the GAP policy. For the reasons I have explained, I'm satisfied that Acasta has demonstrated that they had legitimate concerns over the claim, and I find they were entitled to rely on the policy condition that they did. While I recognise this is not the answer Mr M had hoped for, I'm satisfied Acasta handled the claim fairly and reasonably overall.

## **My final decision**

For the reasons I have set out above, my final decision is that I do not 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 19 January 2026.

Stephen Howard

**Ombudsman**