

## **The complaint**

Mr G complains about The Equine and Livestock Insurance Company Limited trading as The Insurance Emporium (TIE) declining a claim for the theft of his caravan.

References to TIE in this decision include their agents.

## **What happened**

In December 2023 Mr G's caravan was stolen. The caravan was parked on an unadopted road outside Mr G's property, Mr G having taken the caravan out of storage for cleaning and maintenance. He contacted TIE to tell them about the theft and lodge a claim. TIE asked Mr G to provide details of the theft, including correspondence with the police (including crime reference number), proof of purchase of the caravan and the security device fitted to the caravan at the time of the theft and photographs of its location when stolen.

Mr G provided the information and TIE considered the claim but declined it. TIE said the policy security requirements hadn't been met. These included the caravan to be within the boundaries of a permanent, non-commercial address as defined in the title deeds of a residential property. TIE said the area where the caravan was parked at the time of the theft wasn't within the boundaries of Mr G's property. So, he hadn't met the security requirements.

Mr G challenged the decline of the claim. He said the caravan was kept in a storage facility and he'd only taken it out to carry out cleaning and maintenance, in preparation for use over the New Year period. He also said because the road outside his property was unadopted by the local council it wasn't a public road.

TIE maintained their decision to decline the claim, adding the requirement to store the caravan in one of alternative locations set out in the policy was to reduce the risk of theft. If a caravan was not left in one of these locations (and unattended) the risk of theft was greater as access (for thieves) would be greater it would not be impeded and the owner not there to deter or detect attempted theft. The road was open to the public so didn't offer any security or deterrence to theft. That the road was unadopted by the local council didn't impact this.

Mr G complained to TIE about the decline of his claim, but they didn't uphold it. In their final response they said the location of the caravan when stolen didn't meet the security requirements of the policy, being on the road outside Mr G's property and not secured to a vehicle. TIE referred to the storage requirement in the policy and what they said previously about the location meaning open access to the public, nor in constant attendance. Mr G then complained to this Service, unhappy at the decline of his claim. He wanted TIE to re-open and re-assess the claim and settle it at the value of his caravan and the contents.

Our investigator didn't uphold the complaint, concluding TIE didn't need to take any action. She referred to the Storage Declaration agreed by Mr G when taking out his policy and the security requirements in an Appendix to the policy. Mr G's caravan being parked outside his property didn't meet any of the locations set out in the Storage Declaration, as the caravan wasn't within the boundaries of his property (or any compound). She also thought TIE had

shown the location of the caravan had a direct impact on the theft. As Mr G hadn't taken out cover for personal belongings, they also wouldn't be covered.

Mr G disagreed with the investigator's view and asked that an ombudsman review the complaint. He said his caravan was in storage from the moment he insured it. He had the caravan directly outside his property to carry out cleaning and maintenance for three to four hours and then locked it. His property was on a private road that he had to maintain. He thought he should be allowed to clean and maintain his caravan.

### **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.

My role here is to decide whether TIE have acted fairly towards Mr G.

The key issue in the complaint is TIE's decline of his claim for theft of his caravan. He says he only took the caravan out of the storage compound to clean and maintain it. It was locked when left and on a private road. TIE say the storage and security conditions of the policy weren't met, as the caravan wasn't within the boundaries of Mr G's property when stolen.

Having considered all the evidence and information provided by Mr G and by TIE, in the specific circumstances of the case, I've concluded TIE have acted fairly and reasonably. I know this will be disappointing to Mr G, so I'll set out why I've come to this conclusion.

Looking at the circumstances of the theft, I appreciate Mr G's view he only took the caravan out of storage to carry out cleaning and maintenance. And it was left immediately outside his property on an unadopted road. However, looking at the policy terms and conditions, it includes the following *Declaration Statement* (referred to by TIE in their final response):

#### *“Storage*

*I agree and accept to only keep my caravan*

- *On tow – secured with a proprietary wheelclamp or axle wheel lock.*
- *On holiday – secured by a proprietary wheelclamp, axle wheel lock, proprietary hitchlock or hitchlock and hitch post.*
- *Within residential property – secured by a proprietary wheel clamp, axle wheel lock, proprietary hitchlock or hitchlock and hitch post.*
- *In a compound not approached by CaSSOA – secured by a proprietary wheel clamp, axle wheel lock, proprietary hitchlock or hitchlock and hitch post.*
- *Compound approved by CaSSOA.*

The policy document also contains an Appendix setting out the security requirements in table form, mirroring the requirements in the Storage Declaration. The Appendix also defines the location (for residential property) as follows:

*“Within boundaries of permanent, non-commercial address as defined in the title deeds.”*

The description of the theft provided by Mr G and the photographs of the location of the caravan when the theft occurred indicate the caravan was parked immediately outside his property on the unadopted road. However, the road doesn't form part of Mr G's property (it isn't within the boundaries of the property in the title deeds). So, I've concluded the storage requirement wasn't met at the time of the theft.

I appreciate what Mr G says about the caravan only being taken out of its normal storage facility for cleaning and maintenance, but the fact remains it was outside the boundaries of his property when stolen and not in any of the locations set out in the Storage Declaration.

TIE say this means the caravan was at an increased risk of theft. Having considered the circumstances of the theft, I agree. From what Mr G has said, he left his property to pick up a family member and the caravan was locked on the road. When he returned, the caravan had gone. So, the caravan was unattended at the time of the loss and while the road it was parked on was unadopted, it was open to access by the public. Nor was the caravan attached to a vehicle at the time, which would have been likely to make the theft harder.

Mr G says he should be allowed to clean and maintain his caravan. But the issue here is not that he shouldn't do that, it's whether the storage and security requirements were not met (however briefly). For the reasons I've set out, I've concluded they weren't.

Mr G hadn't taken out personal possessions cover under his policy, so any possessions stolen with the caravan wouldn't be covered.

Taking all these points into account, given the clear requirements of the storage and security requirements in the policy, I can't conclude TIE acted unfairly or unreasonably towards Mr G in declining the claim because of not complying with the storage and security requirements.

### **My final decision**

For the reasons set out above, it's my final decision not to uphold Mr G's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 24 October 2024.

Paul King  
**Ombudsman**