

The complaint

Mr and Mrs H complain that Great Lakes Insurance SE (Great Lakes) declined their claim following the theft of their caravan, under their touring caravan insurance policy.

What happened

In November 2022 Mr and Mrs H say their caravan was stolen from a parking bay on their property. It was secured with a hitch lock and wheel clamp and Mrs H's car was parked in front. They reported the theft to the police. Mr and Mrs H say the thieves managed to remove the security devices and damaged Mrs H's car when taking the caravan.

Mr and Mrs H say they don't have the Central Registration & Identification Scheme (CRIS) number for their caravan. But they don't think it's fair for Great Lakes to decline their claim for this reason. They say the importance of this document wasn't made clear to them. Great Lakes also declined the claim because the caravan wasn't parked on Mr and Mrs H's property, which they dispute.

In its final complaint response Great Lakes says it didn't think Mr and Mrs H had showed the parking bay used for storing the caravan was on their property. It also maintained that its policy terms include an endorsement that requires them to provide the CRIS number in the event of a claim.

Mr and Mrs H didn't think they'd been treated fairly and referred the matter to our service. Our investigator upheld their complaint. She didn't think it was fair to decline the claim due to the absence of a CRIS document. As Mr and Mrs H had evidenced their loss by providing additional information. She also thought they'd shown the caravan was parked on their property when it was stolen.

Our investigator says Great Lakes should reconsider the claim in line with the remaining policy terms. And pay £200 compensation to Mr and Mrs H for the distress and inconvenience it caused them.

Great Lakes didn't agree with our investigator's findings and asked for an ombudsman to consider this complaint.

It has been passed to me to decide.

I issued a provisional decision in November 2023 explaining that I was intending to not uphold Mr and Mrs H's complaint. Here's what I said:

provisional findings

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 my intention is to not uphold this complaint. I understand that this will be upsetting for Mr and Mrs H, and I'm sorry to disappoint them. But I will explain why I think my

decision is fair.

Mr and Mrs H's policy schedule includes the following endorsements:

"Endorsements Applicable:

- In the event of a claim your caravan CRIS/serial number will need to be provided.*
- In the event of a theft claim the CRIS number along with proof of title of the caravan with receipt of purchase showing make and model of the caravan or bank transactions must be provided.*
- You would be expected to provide CRIS registration documents at your own expense."*

The policy schedule also includes information that confirms where the caravan must be kept. It says, "Storage Address" followed by Mr and Mrs H's home address.

I've also seen the statement of fact document that sets out the information Mr and Mrs H gave when taking out their policy. Under section four, "Storage" the document says:

"IT IS A CONDITION OF THIS POLICY THAT YOU MUST NOTIFY US IF THE DECLARED STORAGE LOCATION CHANGES DURING THE PERIOD OF INSURANCE.

Storage location: Kept On An Unsecured Driveway At Home"

Beneath this heading Mr and Mrs H's home address is set out.

The policy terms and conditions booklet provides the following information:

"It is a condition of this policy that a serial, VIN or chassis number is provided to Us at inception of the policy for pre-1992 Caravans. For post 1992 Caravans, You will need to provide Us with the CRiS (Caravan Registration and Identification Scheme) number at inception of the policy. We will be unable to deal with a claim unless We have this identification number. You will be required to produce the CRiS registration document in the event of a total loss of the Caravan. Do not keep this document in Your Caravan".

Based on this information I think it was made clear to Mr and Mrs H that they must provide the CRIS number for their caravan in the event of a claim. It was also made clear that their caravan was to be stored on a driveway.

Great Lakes sent an investigator to visit Mr and Mrs H after the theft was reported. I've read the report that was produced. I've copied relevant excerpts from this below:

"The risk address is a [Mr and Mrs H's address] in an estate with a service road at the rear which provides access to garaging and to gates to the rear of the properties. [Mr H] owns a garage next to the risk address, there being a further garage adjoining that owned by the insured. Next to this further garage is a parking space which the insured originally indicated may well be owned by the local university but then suggested that he may own the space. The caravan was parked within this parking space".

"The insured did not receive a CRIS document for the caravan and was unable to provide the CRIS number for the caravan. He contacted the seller but he was unable to confirm the CRIS number either."

"...The insured was however, unable to provide evidence of title or the CRIS registration number for the caravan. Consequently we are unable to confirm that the insured has title to

the caravan insured or indeed to any caravan."

"We note that the insured disclosed that the caravan was to be stored on a driveway at the risk address. We note that the definition of driveway is "a private area in front of a house or other building onto which you can drive and park your car" When questioning the policyholder [Mr H] advised that he was not aware of who owned the parking area where the caravan was stored. Further during our discussions he indicated that he might own the park [sic] area although there is no evidence to confirm this fact."

In its response to our investigator's view, Great Lakes says a CRIS number is a requirement of its policy as this is needed to evidence the registered keeper. It says that in the event the caravan was recovered it would be identified as stolen on the industry database. Great Lakes queries how an insurer would register a caravan as stolen, or how it would be notified of its recovery without the CRIS number and/or documentation.

With reference to where the caravan was stored it says the information Mr and Mrs H provided doesn't show this is their property. It acknowledges the police report confirmed the loss occurred at Mr and Mrs H's address. But says this is based on what they had advised. It says there's no evidence the police obtained evidence that shows the parking space is part of Mr and Mrs H's property.

I've thought about whether Great Lakes treated Mr and Mrs H fairly when declining their claim for the reasons it gave. I think it did. The CRIS endorsement is prominently set out on the front page towards the top of the policy schedule. The policy terms explain that Great Lakes will be unable to deal with a claim unless it has the identification number. I note Mr and Mrs H have supplied evidence of making a payment. They have also sent copies of messages they exchanged with the seller for the caravan. However, the policy endorsements and policy terms are clear that the CRIS number is a requirement when making a claim.

In his response to Great Lakes' 'letter of concern', Mr H says the documentation was accidentally left in the caravan, but that proof of purchase could be provided via bank statements and messages sent using the online market place the seller used. This differs to what Great Lakes' investigator recorded in his report, which is that Mr H didn't have the CRIS document and neither did the seller.

As discussed, the policy terms do state that the CRIS documents are not to be kept in a caravan.

Based on this information I can understand why Great Lakes had concerns as Mr and Mrs H weren't able to show the caravan was registered to them.

I've looked at the land registry documents Mr and Mrs H provided in detail. This shows their property. But this doesn't include the parking space where the caravan was stored as part of this. I've looked at the additional plans of their property, which they also supplied. On these plans the parking space is marked as "Open compound". I don't think this reasonably shows the parking space is part of Mr and Mrs H property. I'm also mindful that Mr H wasn't sure when interviewed, whether he owned the space or not.

Having considered all of this I don't think Mr and Mrs H kept their caravan on a driveway as required by their policy terms. The indication is that the area where they kept the caravan, isn't part of their property. This was to the rear of their property accessed via a service road.

Great Lakes has supplied its underwriting criteria. This information is considered commercially sensitive so I can't share it. But I'm satisfied that it shows a caravan kept on

the driveway of a home address is an acceptable risk. And shows the business wouldn't have offered cover had it been given accurate information on where the caravan was being kept.

In summary I don't think Great Lakes treated Mr and Mrs H unfairly for relying on its policy terms and declining to provide cover for their loss for the reasons it gave. So, although I'm sorry Mr and Mrs H have suffered a loss, I can't reasonably ask Great Lakes to do anymore.

I said I was intending to not uphold Mr and Mrs H's complaint.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

Great Lakes responded to say it had nothing further to add.

Mr and Mrs H responded to say that access to their property is to the rear. There are two garages and that the caravan was parked on part of the land at the side of the garage. Mr and Mrs H say they own this land, which is where the caravan was stolen from.

Mr and Mrs H say there was a 4x4 vehicle parked in front of the caravan at the time it was stolen. And there was a brick wall behind the caravan and to the side of it. They say the thieves stole the caravan by wedging it between the wall and the 4x4 vehicle.

Mr and Mrs H say the caravan will have sustained damage when it was stolen, They say it was impossible for it to have been taken without this happening.

In their response to my provisional decision Mr and Mrs H say their broker confirmed that the CRIS document wasn't needed due to the value of the claim. Mrs H feels that Great Lakes twisted the information her husband provided when he was asked questions about the claim. She says their driveway isn't conventional as it is at the back of their house.

Mrs H says that a precedent has been set based on previous awards, and she feels she's been treated as though this was a fraudulent claim. She says a mistake was made when the CRIS document was left in the caravan. But she feels both she and her husband are being punished for this when they can prove ownership by other means.

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.

I've looked again at the land registry documents and the additional property plans Mr and Mrs H provided. I accept what they say about the location of the garage and the space on which their caravan was parked when it was stolen. But I don't think the documents provided show that Mr and Mrs H own this land.

When he was interviewed Mr H said he wasn't sure if he owned the land he'd parked the caravan on. He mentioned a local university might actually own it. Mr and Mrs H now say they own the land. But I haven't seen any new information that shows this is the case. I don't think it was unreasonable for Great Lakes to have concerns given Mr H's responses to where the caravan was being kept. The policy required the caravan to be stored on a driveway at the property. The evidence doesn't demonstrate that it was.

I acknowledge that Mr and Mrs H took precautions to prevent their caravan from being stolen. This included the use of anti-theft devices. They also positioned the caravan with a

wall to the side and rear, and with a vehicle parked in front. I don't dispute what they say about the likelihood of the caravan incurring damage when it was stolen. But these points don't impact here. Great Lakes declined their claim because it didn't think the caravan had been parked on their driveway, and because they failed to comply with the policy endorsement regarding the CRIS document.

I acknowledge what Mr and Mrs H say their broker told them about the CRIS document not being needed. But this isn't what the policy terms say.

Mr and Mrs H say a mistake was made when they left the CRIS document in the caravan. I note their comments that they can provide other proof of ownership. But the policy terms are clear that the CRIS document is a requirement when a claim is made. In my provisional decision I said Great Lakes's investigator had noted Mr H didn't have the CRIS document and neither did the seller. Clearly, this is at odds with it being in the caravan. But irrespective of whether the CRIS document was in the caravan or not, Mr and Mrs H haven't provided it to Great Lakes in support of their claim.

Having considered all of this, I'm not persuaded that a change to my provisional decision is warranted. I'm sorry that Mr and Mrs H's loss isn't covered by their policy with Great Lakes. But I can't fairly ask it to do anything more.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H and Mr H to accept or reject my decision before 2 January 2024.

Mike Waldron
Ombudsman