

The complaint

Mr R complains about Accredited Insurance (Europe) Limited (Accredited) declining a claim for the theft of his caravan.

References to Accredited in this decision include their agents.

Mr R was supported by a representative when bringing his complaint. References to Mr R include his representative.

This decision covers Mr R's complaint against Accredited as the insurer of the 'Group Insurance Policy', not the club of which Mr R was a member. The club provided cover for loss or damage to the caravan, including theft, as a discretionary mutual product to members of the club. The Group Insurance Policy was taken out by the club to provide additional cover, so if a claim wasn't accepted under the club's cover, a claim could be made under the Group Insurance Policy.

What happened

In June 2023 Mr R took his caravan in for a service. After the service he returned the caravan to the secure facility where it was normally kept. However, when leaving the caravan in a holding area, he didn't put on a hitch lock when leaving the caravan. Unfortunately the caravan was stolen. He contacted Accredited to tell them about the theft and lodge a claim. Mr R also reported the theft to the police, who gave a crime reference.

Accredited considered the claim but declined it. They said the terms of the policy included a security condition requiring the caravan to be secured when not hitched to a towing vehicle, through one of a number of ways. From what they understood about the circumstances of the theft, the caravan didn't have any of the security devices required by the condition. As well as being in breach of the policy security condition, it was also a breach of the storage facility agreement.

Mr R challenged the decline of the claim. He said the caravan was always stored in a secure lock up facility, out of sight from the main road, for which he paid an annual fee. The facility could only be reached through a long drive and secure gate, accessible only by a key code. The caravan had been put in a holding bay inside the secure gate and locked. The facility owner would then move the caravan into a storage area behind further gates. On the date of the theft, Mr R had left the caravan behind the key code gate which was closed and locked behind him when he left. Mr R said the facility owner saw the caravan in the holding area while moving another caravan, but when he returned Mr R's caravan was no longer there. Based on this description of events, Mr R said his caravan had been left in a secure site and he hadn't been negligent over the security of his caravan. He also questioned how the caravan could have been stolen from the holding area, given the key code gate was closed, and the CCTV covering the facility had been cut.

Accredited considered Mr R's challenge as a complaint, but they didn't uphold it. In their final response they noted the events leading up to the theft of the caravan, noting Mr R didn't put on the hitch lock when leaving his caravan. Accredited said it was a requirement of the policy

that the caravan was fitted with a hitch lock or wheel clamp to protect it against theft or attempted theft when the caravan was unhitched from a towing vehicle. The policy included an endorsement requiring the caravan be fitted with a secure wheel lock at all times when unhitched. As Mr R hadn't complied with this requirement, the policy didn't cover the theft.

Mr R then complained to this Service. He was unhappy at the decline of his claim. He'd left his caravan in a secure place at the storage facility which should have been considered when assessing his claim.

Our investigator didn't uphold the complaint, concluding Accredited didn't need to take any action. The policy terms were clear that whenever the caravan was unhitched it had to be immobilised or protected from theft by one of several alternative security devices. Mr R accepted he hadn't put one of the devices on the caravan when it was left at the facility but thought the fact it was in a secure area the claim should be accepted. While the investigator understood why Mr R thought this, the security requirements in the policy were clear.

Mr R disagreed with the investigator's view and asked an ombudsman to review the complaint. He said in a previous incident he had a caravan moved (but not stolen) after the hitch lock and wheel nuts had been cut off. Which showed the devices wouldn't deter a thief intent on stealing a caravan. He was also concerned the CCTV at the facility had been cut and the thieves would seem to have known the key code for the secure area gate. The storage facility owner had given him a contribution towards a replacement 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.

I'd first want to say I appreciate what Mr R has told us about his circumstances and the concerning health issue affecting a family member. I know this would have been very concerning alongside the distress and upset from having his caravan stolen from what he thought was a secure area. I've borne this in mind when, as is my role here, deciding whether Accredited have acted fairly towards Mr R.

The main issue in Mr R's complaint is Accredited's decline of his claim for theft of his caravan. Mr R says he left his caravan in a secure area at the storage facility, which hadn't been considered in decline of his claim. Accredited say the security condition requirement to secure the caravan while unhitched was clear, but hadn't been complied with, so it was f to decline the claim as the policy conditions hadn't been complied with.

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

Looking at the circumstances of the theft, I can appreciate Mr R thinking he'd left his caravan in a secure area at the storage facility, behind a gate to which access was by a key pad. He'd also locked his caravan. However, the requirements of the Group Insurance Policy are clear about the need to secure a caravan when not hitched to a towing vehicle. Similar requirements are contained in the club cover document and in the agreement under which the caravan was stored at the facility.

Looking at these requirements in order, the Group Insurance Policy Document includes the following requirement under the *Summary of Insurance* section:

“Security Condition

Failure to comply with this Security Condition means the Member will not have the benefit of this insurance for claims for or in connection with the theft or attempted theft of the caravan.

It is a requirement of this insurance that whenever the caravan is left unhitched from a towing vehicle it is immobilised or protected against theft or unlawful removal by the use of one of the following: a hitch lock, wheel lock, wheel clamp, heavy duty chain with an anchor point and lock, an alarm system which is triggered by external sensors of movement, or immobiliser.

The member will also have to comply with additional security conditions shown on their caravan cover schedule.”

The policy document also contains the following exclusion under a section headed 1.4 *Exclusions* and sub heading *What is not insured*:

“9. Theft or attempted theft of the member’s caravan if the Security Condition within this policy booklet and any additional security conditions shown on the member’s caravan schedule are not complied with.”

I’ve also looked at the endorsement to the policy Accredited referred to in their final response. It sets out more specific security requirements for a ‘trailer control device’ and secure wheel lock.

The requirement for a hitch lock to be used where a caravan isn’t hitched to a towing vehicle is also set out in the club cover document. Under a heading *Things to be aware of!* It states:

- *Whenever your caravan is left unhitched it must be immobilised or protected from theft by use of one or more of the following: a hitch lock, wheel lock, wheel clamp, heavy duty chain with an anchor point and lock, an alarm system which is triggered by external sensors of movement or an immobiliser.*

The specimen contract for storage of a caravan at the facility includes the following term under a heading *Terms of the Contract*:

“1. All stored caravans must be secured as per the conditions of the insurance policy in respect of the stored caravan.

5. All caravans to be parked and left secure in the collection/delivery area.”

The second of the terms in the storage facility contract also make it clear the need to secure the caravan applies to the collection/delivery area, which is where Mr R left his caravan, in anticipation of it then being moved to the storage area (which had to be undertaken by storage facility staff). From what I’ve seen, Mr R had a hitch lock, but it wasn’t applied to the caravan when it was left in the collection/delivery area.

I’ve also considered the points raised by Mr R in his response to our investigator’s view. I appreciate what he says about a determined thief overcoming security devices, but the requirements set out above are clear and I can’t say they are unreasonable in seeking to deter (or delay) a theft or attempted theft.

On the points about the CCTV and access to the storage facility, these aren't factors I can consider as my role is to decide whether Accredited have acted fairly in applying the policy terms to decline the claim. And if the storage facility owner made a contribution, that would be a matter for them – not Accredited.

Taking all these points into account, given the clear requirements in all three policy and other documents, I can't conclude Accredited acted unfairly or unreasonably towards Mr R in declining the claim because of not complying with the various security requirements.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 5 June 2024.

Paul King
Ombudsman