

## The complaint

Mr T complains that Aviva Insurance Limited unfairly declined his insurance claim after his caravan was stolen.

## What happened

I issued a provisional decision earlier this month explaining why I wasn't upholding Mr T's complaint.

A summary of Mr T's complaint is that it is claim centred. The policy required the caravan to be secured in a particular way and Aviva wasn't persuaded Mr T had demonstrated he had complied with the security requirement in the policy of a hitch-lock and wheel clamp.

I set out my provisional decision as follows:

### *The claim*

*The starting point for this is the insurance policy terms and conditions. These make clear that it is Mr T's responsibility to prove any loss. And to that end, Aviva recommends in the policy under 'Important Information' that copies of receipts, valuations, photographs, and instruction booklets are kept by the policyholder.*

*The policy provides cover for the theft of a caravan, but this is conditional on other parts of the policy. Relevant to Mr T's circumstances is an exclusion which states the theft of a caravan is not covered where the caravan is left unhitched unless it is protected with a hitch-lock and wheel clamp. These security requirements were set out in the 'Statement of Fact' provided to Mr T. And the policy states it's conditional on the security requirements when the caravan is unhitched being true.*

*The question for me is whether Aviva has acted unfairly in declining the claim to date, based on Mr T not proving he complied with the security requirements at the time of the loss.*

*Shortly after reporting the loss Aviva asked Mr T to provide certain details evidencing the hitch lock and wheel clamp were in place at the time of the theft. That same day Mr T called Aviva saying he could not evidence the security requirements. And then approximately two hours later sent an email attaching close-up photographs of the hitch lock and wheel clamp seemingly in situ. There was no other explanatory information given by Mr T as to where the photos came from even though he'd recently said he couldn't provide such evidence.*

*Aviva spent some time trying to get further details on the photographs to ascertain their provenance. It was explained that Aviva wanted to see the metadata of when the photographs were taken and needed the photos in a particular format. In a phone call Mr T said the photos were taken on a mobile phone, possibly his wife's. He then said the photos were taken by someone else who always take pictures of the caravan but were now deleted.*

*At a later separate interview Mr T clarified that he'd made it known to friends that his claim had been declined for the lack of evidence of the hitch lock and wheel clamp. He then received an email from an acquaintance enclosing photographs of the locks in use on the*

caravan at the storage facility when in the storage facility. Mr T couldn't recall who had sent them.

The position has not changed since and Aviva has made several offers to Mr T to assist him in obtaining the email(s) he received with the photos or for details of the seller or the acquaintance, but Mr T has not given any further information.

While it might not be in dispute that Mr T's caravan was stolen, that alone doesn't mean the claim is covered. The policy has clear security requirements and Aviva has provided Mr T reasonable guidance on how he can provide something that demonstrates the hitch lock and wheel clamp were in place as required. That said, Mr T hasn't been able to provide anything from the caravan seller that the items came with the sale. In addition, Mr T's explanations of the photos showing the items in situ on the caravan have been inconsistent and lacking persuasiveness. Mr T knew the importance of the photos and it's inexplicable as to why he would have deleted the email he was apparently sent and won't reveal who sent the photos. As such, I'm not persuaded that Mr T has shown on the balance of probabilities that he owned the security items in question or that the items were in place and operational at the time of the theft. And I'm satisfied Aviva provided reasonable guidance to enable Mr T to provide the information required. I don't uphold this part of Mr T's complaint against Aviva.

#### *The Premium*

Mr T had made it apparent in emails to Aviva that he wanted a refund from the point the caravan had been stolen as no insurance cover was being provided. The investigator asked Aviva for its response on the premium issue, but Aviva said it wasn't willing to provide a refund.

Although the policy was via an intermediary, that intermediary only sold (touring) caravan insurance underwritten by Aviva and so I'm persuaded was acting for Aviva in selling the policy. I can't see that this part of Mr T's complaint was ever addressed.

The policy terms say Mr T is entitled to a refund if he cancels the policy but on condition that no claims have been made or are pending. The fact that a claim has been made would mean Aviva can retain the premium. But there might be times where I think it's reasonable to expect a refund, such as when there's simply been a claim notification that's gone no further and without a significant investigation which incurs costs in dealing with the claim.

While Aviva hasn't paid Mr T's claim yet, if he provides information that Aviva has asked for, he may well get it paid. And while some expenditure occurs in validating a claim, Aviva's agent has carried out a significant investigation and so claim handling costs that Aviva is liable are for more than simply validating whether the claim is covered or not. This is a consequence of the inconsistent information Mr T has provided during the claim and additional costs required to interview Mr T. As such, Aviva in my view has incurred far more cost in the investigation of the claim through no failure or issue on its part. In the circumstances of this complaint, I'm satisfied it's fair that Aviva retains the premium.

#### **Replies to my provisional decision**

Mr T replied, essentially repeating points he'd already made. In summary, he said:

- The provisional decision was biased.
- I haven't attempted to achieve a resolution.
- The policy terms don't state evidential photographs must be taken – if they do, I should point out where.
- The caravan was secured with a wheel clamp and hitch-lock and Aviva has never disputed this.

## 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.

Mr T's reply adds nothing material to what he's already provided, and I'm not persuaded to change the outcome I provisionally reached. However, for completeness, I'll address the main points Mr T has again raised:

- I understand Mr T is disappointed that I'm not upholding his complaint but that is not evidence of bias. As I've said, I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of his complaint. And my provisional decision explains why I'm not persuaded to uphold it.
- In terms of a resolution, Aviva has held the door open to the claim and explained what Mr T needs to demonstrate. Whether he takes Aviva up on its offer is a matter for Mr T.
- It's correct that the policy doesn't state Mr T must take photographs, but he must comply with the security requirements of the policy. Photographs are potentially one way of evidencing compliance and indeed Mr T initially offered photographs of compliance. But Aviva is entitled to investigate a claim and it probed for further clarity of the provenance of the photographs provided. It is here that Mr T's account started to change, and he's not assisted Aviva by either giving details of who took and/or sent him the photographs.
  - He said the photographs were taken on his wife's mobile phone, then claimed they were on somebody else's phone but had been deleted and then they were taken by someone they were on holiday with.
  - When challenged on the provenance he said he always goes away with the person, and they had to take photographs of the security devices for their insurer. So, the friend also took photographs of his [Mr T's] caravan.
  - Now, in Mr T's recent reply, he says the photographs were obtained from a very loose acquaintance who he only knows by sight as they store a caravan at the same place as his was.
- What I'm balancing is Mr T's 'word' that he complied with the security requirements alongside the photographs, which he says are proof of the security devices on his caravan. Thinking carefully about what Mr T has now said, his account has changed again. It's because of the lack of consistency and the changing explanations that make his evidence about the photographs and what they represent as lacking credibility. This goes to the heart of whether he has complied with the security requirements. If the photographs are discounted, then all that leaves is Mr T's recollection. And as explained, the lack of consistency as to the provenance of what he says the photographs represent, in my opinion, dilute the weight I attach to his oral statement that he had complied with the security requirements. And so, I remain satisfied of Aviva's position that Mr T didn't comply with the requirements of the policy.
- As a reminder, Aviva has left the door open for Mr T to provide further information and it seems to me that this is fair and reasonable in all the circumstances. There is the original seller, the person who allegedly took the photographs and the storage

facility personnel who may be able to assist Mr T in providing the information Aviva seeks.

### **My final decision**

For the reasons explained in this decision I don't uphold Mr T's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 19 September 2023.

Sean Hamilton  
**Ombudsman**