

## The complaint

Mr L has complained about his static caravan insurer Chaucer Insurance Company Designated Activity Company regarding a claim he made when his caravan was damaged by a storm.

## What happened

In February 2022 Mr L's caravan was damaged during a storm – part of the roof was torn off. Mr L called Chaucer and it asked him to get a quote. Mr L understood Chaucer would use the quote to settle his claim. But when Chaucer saw the quote it decided to appoint a loss adjuster. The adjuster visited the caravan site on 19 March 2022. Following receipt of the adjuster's report Chaucer declined the claim. It said corroded staples had caused the roof to be affected by the storm. Noting that damage caused by corrosion is excluded, it declined the claim. Mr L was unhappy about the appointment of the loss adjuster and the decline. So he complained.

Our Investigator, having considered the expert opinion available, felt Chaucer had reached a fair and reasonable decision that the storm had not been the main cause of the damage. Rather it likely had only highlighted the corroded staples.

Mr L wasn't happy. He said it seemed illogical that part of the roof was still intact if staples used to fix it had corroded and been the cause for part of the roof to be lifted/torn away. Following some further correspondence, his complaint was passed to me for an Ombudsman's consideration.

I wasn't minded to conclude that Chaucer's claim decision was unfair or unreasonable. However, I did think it had misled Mr L in respect of the loss adjuster's appointment – and I felt that this caused him frustration and upset when his claim was declined. As such I thought Chaucer should pay Mr L £200 compensation. So I issued a provisional decision to explain my views to both parties. My provisional findings were:

*"I know that Mr L thinks that if Chaucer can fairly and reasonably decline this claim, then his policy is not fit for purpose. I can assure Mr L that is not the case. The policy offered full cover for the caravan and on a 'new for old' basis. But, like most policies the cover is limited to damage caused by certain instances or events, and there are exclusions to cover. In the circumstances here Chaucer declined the claim as it didn't feel that the storm had caused the damage – that corroded staples had been the dominant factor, where damage caused by corrosion is specifically excluded. But that doesn't mean that, in other circumstances, a claim for storm would always have been declined, purely based on the caravan's age.*

*I appreciate that Mr L believes that the dominant cause of the damage to his caravan was the storm. However, Chaucer has a different view and that has been formed following receipt of the expert consideration of its loss adjuster. Chaucer is entitled to rely on that expert opinion. The loss adjuster's view carries more weight than Mr L's – but I've still considered whether or not the adjuster's findings are compelling. I think they are.*

*The loss adjuster saw the caravan not that long after it was damaged. The adjuster took photos and considered things like how exposed the caravan was, whether other caravans on the site were damaged. The adjuster has explained how the photos taken show staples broken off, with parts remaining in the wood, surrounded by staining indicative of corrosion. The photos also show some staples had not corroded, at least not to the extent they had broken. The adjuster concluded that the wind had not been the dominant cause of the roof being torn off – rather it was the corroded staples that had meant the storm was able to cause the damage Mr L found.*

*I understand that Mr L thinks that if corrosion had been the cause, the rest of the roof panels would have been torn off too. But I think that argument can just as equally be turned around to say that if the storm was the cause, regardless of the condition of any securing staples, all of the panels would have been affected. However, neither of those arguments takes into account that it is possible for different parts of the roof to have been affected in different ways. Not least regarding Mr L's view, not given that I noted above that not all of the staples exposed following the storm had broken – some remained intact and the sheeting they had been securing had torn through them. So it's possible that in the unaffected areas of the roof, more staples like that were in place than the ones which were severely affected by corrosion, thereby stopping those parts of the roof being torn away. I appreciate that Mr L will likely view my comment as no more than conjecture. But I offer it here to show that it's by no means clear that just because some of the roof remained intact, the part which was torn off must have suffered that damage only because of the storm.*

*I also understand that Mr L thinks that any sign the loss adjuster saw of corrosion only occurred because of the delay between the loss occurring and the visit. But the delay didn't change the fact that some staples were broken whilst others weren't. And corrosion isn't something which occurs in a matter of weeks, it is a long-term process.*

*So, as I said, I do find the loss adjuster's expert opinion is compelling. As such I think Chaucer's decline was not unfair or unreasonable.*

*However, I also said above that I feel Chaucer misled Mr L about the adjuster's involvement which I accept caused him upset. I know Mr L was upset that after asking him to get a quote, Chaucer then decided to appoint an adjuster. That in itself was not unfair of Chaucer. It is sometimes the case that either due to workloads, or maybe even in an attempt to limit their outlay, an insurer will, as a starting point ask for a quote for repair/replacement. However, it is also sometimes the case, as it was here, that upon consideration of a quote, the damage is shown to be more extensive than expected and an insurer will want to obtain further validation and verification of the loss before looking to settle the claim. That, in general terms, is not an unreasonable thing for an insurer to do.*

*Here though Mr L told Chaucer he was unhappy about an adjuster being appointed and asked why that was felt to be necessary. Mr L was told two things:*

- That the assessors would confirm if the caravan was so damaged it needed to be replaced.*
- "The purpose of [the appointment] is to assist you with the disposal of the caravan and also aid the search for a replacement and re-siting. They will also consider the contents claim presented."*

*So I think Mr L was led to believe by Chaucer that his claim was all but accepted, that the adjuster's involvement was purely to do with settlement. But I don't think this caused Mr L any loss beyond the upset and frustration he felt when he was told, a couple of weeks after the visit, that Chaucer was considering declining the claim. For that upset and frustration, I'm satisfied that £200 compensation is fairly and reasonably due.*

*I'm aware that Mr L claimed for some damaged contents items too. I'm not sure what happened in respect of that claim. Chaucer's final response letter is not clear in this respect, only referring to the claim and damage to the caravan roof. But it seems the storm damaged contents items, and the policy offer cover for contents items damaged by storm as well as those suffering accidental damage. So, I trust it has handled and settled the contents claim. But if it hasn't, I'll likely require it to consider it."*

Following my provisional decision being issued, Chaucer did not reply further to us. But Mr L told us it had contacted him to arrange payment of my suggested compensation award. Mr L, in providing his own response to my findings, said he was disappointed as he feels some of Chaucer's policy clauses could always excuse it from paying a claim. He explained that when the loss adjuster visited his only focus was on the staples – he paid no heed to the damaged contents items at all. Mr L said there were claims for accommodation and ground rent to be considered too. He's worried Chaucer will just decline the contents claim stating the corroded staples caused the damage. He said the compensation for being misled was welcome – but was a drop in the ocean for what he had lost replacing the caravan which he had reasonably thought he was covered for.

Whilst reviewing Mr L's response, I noted his concerns about his claims for ground rent and alternative accommodation. I asked our Investigator, given that my provisional decision was that Chaucer's decline of the claim for damage to the caravan itself was fair and reasonable, to provide some clarification to Mr L. Our Investigator explained to Mr L that Chaucer can't fairly and reasonably be required to consider his losses for rent and accommodation because the policy makes cover for these dependant upon there being a valid claim for damage to the 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 understand that Mr L has some wider concerns about the policy he had with Chaucer. But my focus is on whether, in relation to the circumstances claimed for, Chaucer applied the relevant policy terms in a reasonable manner such that its decision on the claim for damage to the caravan was fairly made. For the reasons explained provisionally, I'm satisfied it did do that.

I know Mr L had also asked Chaucer to cover his losses for ground rent and alternative accommodation. But, in the circumstances here, that isn't something I can fairly and reasonably require Chaucer to do. That's because the policy offers cover for these only in connection with a valid claim for damage to the caravan itself. And I've found that Chaucer fairly and reasonably declined Mr L's claim for damage to his caravan.

I also explained provisionally that I felt Chaucer had misled Mr L about the reason for the adjuster's visit. Whilst Mr L was given to think the adjuster was there, in part, to assess the contents claim, Chaucer intended the adjuster to validate the claim. Which is why the adjuster focused on the staples.

I know Chaucer has contacted Mr L already regarding my compensation award. I trust that following our Investigator advising it that Mr L has accepted my final decision, if he does, it will contact him again with a view to progressing the contents claim. I've found it should be doing that because, from what I've seen here, the main and direct cause of damage to the contents items was the storm.

I appreciate that Mr L has had a significant loss in having to replace his caravan. That is unfortunate. However, my view on Mr L's complaint about Chaucer's actions has not changed from that stated and then clarified provisionally. My provisional findings, including the clarification by our Investigator (summarised above), along with my comments here, now form the findings of this my final decision.

### **Putting things right**

I require Chaucer to pay Mr L £200 compensation. And consider the contents claim in line with the remaining terms and conditions of the policy.

### **My final decision**

I uphold this complaint. I require Chaucer Insurance Company Designated Activity Company to provide the redress set out above at "Putting things right".

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 12 June 2023.

Fiona Robinson  
**Ombudsman**