

The complaint

Mrs N has complained that Chaucer Insurance Company Designated Activity Company hasn't met a claim she made under a caravan insurance policy she holds jointly with her mother Mrs M.

All reference to the insurer Chaucer in my decision includes agents acting on its behalf in the handling of the claim.

What happened

In April 2023 Mrs N contacted Chaucer to make a claim for the costs of a damaged boiler that she had paid to be replaced at a caravan she shares with her mother Mrs M. Mrs N wasn't at the caravan when the damage occurred.

Chaucer asked Mrs N to provide details to show what the cause of the damage was – so that it could consider if Mrs N had a valid claim.

Mrs N provided a copy of the job invoice from the contractor. This set out the works carried out. Email exchanges between Mrs N and the caravan park administrator indicated that there was water running from the caravan which alerted the site maintenance team and this led to a contractor being appointed. But Chaucer didn't receive a cause of damage – which it needed in order to consider Mrs N's claim.

Mrs N complained to Chaucer, She said she provided all she could. She wanted it to reimburse her for the costs to replace the boiler.

Chaucer didn't uphold the complaint. Our Investigator didn't recommend the complaint should be upheld as there wasn't sufficient information to show an insured event had occurred.

Mrs N didn't agree and wants an ombudsman to decide.

Mrs N says she has contacted her bank to cancel the Direct Debit payments and to make an indemnity claim as despite telling Chaucer the policy was no longer required, the payments have continued to be taken.

As the Investigator explained, if Mrs N is unhappy about this issue, she will need to first raise this with Chaucer to give it an opportunity to reply to her complaint. Mrs N is then free to contact this service if she remains unhappy with their response.

My decision addresses the complaint raised by Mrs N, which Chaucer replied to in August 2023.

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.

Insurers provide cover for specified insured perils such as storm, fire, flood, escape of water, or theft. In other words, sudden unforeseen events listed as covered under the policy.

Like all other insurers, Chaucer has exclusions under its policy as it doesn't cover every eventuality. Chaucer doesn't provide cover where damage was caused gradually due to wear and tear, for example.

So, Chaucer needs to have evidence of the cause of damage before it can consider a claim. In this case, Mrs N has provided a copy of the contractor's invoice for the works. And I can see some email exchanges between Mrs N and the caravan site administrator. But from the information provided, it isn't enough to support a claim for an insured peril which is covered under the policy. And it is for a customer to reasonably show this when making a claim.

I appreciate that Mrs N says she has provided all she can. But that doesn't mean Chaucer should therefore meet her claim without reasonable proof that an insured event has occurred. So I'm not asking Chaucer to do any more. If Mrs N obtains any new information to show why the damage occurred, Chaucer should consider it.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M and Mrs N to accept or reject my decision before 15 March 2024.

Geraldine Newbold
Ombudsman