

The complaint

Mr R has complained that Aviva Insurance Limited (Aviva) unfairly declined a claim under his caravan insurance policy.

What happened

Mr R's caravan was stolen from his business premises, where he said he was carrying out maintenance on it. So, he contacted Aviva to make a claim. Aviva considered the claim and declined it. It said it appreciated the caravan was at the business address for maintenance with Mr R intending to use it at the weekend. However, it said the policy didn't cover theft when the caravan wasn't in use if it wasn't at the storage location in the policy schedule, unless agreed by it in writing. It said there was no approval for the caravan to be out of storage at a business address. So, it said it was unable to consider the claim.

When Mr R complained, Aviva maintained its decision to decline the claim. It described what had happened during the claim, including the information it had requested from Mr R. It said the claim had been referred to the underwriter because the caravan had been stolen from Mr R's business premises, not the storage address. Mr R had explained he was cleaning and performing maintenance on the caravan as he had plans to travel at the weekend. The claim was declined because the policy said theft wasn't covered when the caravan wasn't in use when not at the storage location, unless this had been agreed in writing. It said the claim decline was correct. However, it offered £100 compensation to show its regret for the service Mr R had experienced.

So, Mr R complained to this Service. Our Investigator didn't uphold the complaint. He said Mr R's caravan was parked outside an industrial unit. Mr R was on site the day before it was stolen and had last occupied the caravan the weekend before. Our Investigator said the policy didn't explain what "*in use*" meant. So, he said it was reasonable to interpret this as meaning being occupied overnight or being transported from one location to another. He said he didn't think this applied to what happened to Mr R's caravan and it wasn't in use at the time of the theft. However, he said it was fair that Aviva offered £100 compensation for the delay when considering the claim.

Mr R didn't agree this was fair. He said the term "*in use*" wasn't defined by Aviva and was open to interpretation. The caravan was in use at his business premises as he couldn't connect to electric or water facilities at the storage site. So, the complaint was referred to me.

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.

Having done so, I don't uphold this complaint. I will explain why.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So, I've looked at this complaint in that context.

Mr R has explained that he had used the caravan the weekend before it was stolen. He said he had planned to use it again the next weekend, which was when it was stolen. But Mr R said he ended up not going away the second weekend due to the weather. In the days in between, he said he was carrying out maintenance on the caravan at his business premises. The caravan was stolen on the Saturday. He had last been at his business premises the day before. Mr R found the caravan had been stolen when he returned to his business premises on the Monday.

Aviva declined the claim because it said Mr R hadn't complied with the policy term that said claims weren't covered when:

"6. Theft [or] attempted theft when the Caravan is not in use unless at the storage location stated in Your Insurance Schedule unless agreed by Us in writing. This does not apply for 48 hours at Your Home when packing or unpacking Your Caravan, if the Caravan is normally kept away from Your Home."

Aviva has said Mr R's caravan wasn't "*in use*" when it was stolen and it hadn't provided approval in writing for the caravan to be stored elsewhere. As a result, it declined to cover the claim. So, I've thought about whether that was fair.

The policy didn't define "*in use*". So, I've thought about what is a reasonable definition of that term. I think it's fair to say this is the general obvious use of the caravan as a temporary, mobile or static residence. That includes it being occupied overnight, along with necessary preparations such as packing and unpacking and transporting the caravan from one place to another.

I'm aware Mr R has said he had intended to go away in the caravan the weekend it was stolen. However, Mr R also said the caravan was at his business premises for several days to carry out maintenance. He then left the caravan at those premises for the weekend. I'm not persuaded it would be reasonable for me to say it was "*in use*" in those circumstances. So, I think it was fair for Aviva to decline the claim.

Aviva offered Mr R £100 compensation for the delays in considering the claim. I think that was fair in the circumstances and, if it hasn't already been paid, Aviva should pay the compensation.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld. Aviva should pay the £100 compensation it previously offered if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 12 March 2025.

Louise O'Sullivan
Ombudsman