

The complaint

Mr P complains Fortegra Europe Insurance Company Ltd (“Fortegra”) unfairly declined his claim and voided his caravan insurance policy. All references to Fortegra include its agents.

What happened

Around March 2024, Mr P says he bought a used caravan from a dealership which I’ll call “B”. He’s said he took out caravan insurance with Fortegra the same day. During his onward journey from the dealership, Mr P says he scraped the caravan while reversing through a gate at a family member’s house. He’s explained this caused severe damage to the caravan and meant he was no longer able to use it.

Mr P made a claim on his caravan insurance policy later that day. Fortegra asked Mr P for further information and evidence to support his claim. This included repair quotes and proof of purchase which Mr P provided the same day. And it arranged for a loss adjustor who I’ll call “C” to investigate and validate the claim.

Between April 2024 and May 2024, C submitted its findings and a claim report to Fortegra. In summary, it questioned the authenticity of the proof of purchase of the caravan Mr P had provided, in particular because B said it had no record of selling the caravan to Mr P and hadn’t received any payment for it. B told C the documentation Mr P had provided didn’t match the type of documentation it would normally issue to a customer and it wouldn’t send it by text message as Mr P said it had. And it said it doesn’t advertise vehicles through the third-party website Mr P said he’d seen the caravan on.

C considered the proof of purchase receipt had been created by Mr P and it thought he’d manipulated a screenshot of his bank statement showing the payment to the dealership. It also thought Mr P’s account of what had happened was inconsistent and said he’d refused to provide evidence – including original bank statements – when asked. Based on the information provided, Fortegra thought Mr P’s claim was fraudulent. So it voided his policy from the start date and it declined his claim.

Mr P didn’t accept Fortegra’s claim decision. He said he had made the payment as requested by the seller of the caravan. He highlighted that the account he’d made the payment to was in the name of another company and the salesperson at B seemed to be connected to both companies. He provided his Central Registration and Identification Scheme (“CRiS”) document to show he was the registered keeper of the caravan and had been since the date of purchase. And he said he hadn’t fabricated the purchase receipt or the screenshot of the bank transfer. But he explained he couldn’t provide the original bank statements as they were for his partner’s account and she didn’t consent to provide them.

During the claim, Fortegra informed Mr P it was changing his policy entitlement. It said, due to the age of his caravan, the policy would only cover its market value rather than the value of a new caravan which is what he was initially entitled to. Mr P was unhappy with this and complained as he said his caravan met the age requirements for a ‘new for old policy’.

Unhappy Fortegra hadn't changed its decision, Mr P asked our service to look into things. Our Investigator didn't uphold the complaint. He thought Fortegra had acted reasonably in declining the claim and voiding the policy as the evidence it had gathered didn't support Mr P's version of events. Mr P didn't accept our Investigator's opinion. He questioned the evidence Fortegra was relying on and said he'd provided enough evidence he was the owner of the vehicle – the CRiS documentation. He also questioned what difference the information Fortegra said he'd fabricated made to the claim. As the complaint wasn't resolved at that stage, it's been passed to me to decide.

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've decided not to uphold this case for the reasons given below. I thank Mr P for the information he's given us to support his complaint and I know he'll be very disappointed.

The question for me in this case is whether, Fortegra's actions in declining Mr P's claim, voiding his policy and keeping the full premium paid, was fair.

In order to validate Mr P's claim, Fortegra asked him to provide proof he'd purchased the caravan. This is to show he had an insurable interest and isn't unusual in this type of claim. I can also see it's a requirement under the terms of the policy. Mr P says he provided sufficient evidence he legally owns the caravan. But I don't agree he has. And I don't think the information Fortegra's been given by B supports what Mr P says happened.

The CRiS document Mr P's given Fortegra shows he's the registered keeper of the car. But that's different from being its owner. And I don't think that's enough, alone, to prove he purchased the caravan when he says he did.

Fortegra's given us examples of the purchase receipts B usually gives its customers when they buy a vehicle and I can see these don't match the receipt Mr P says he was given. I can also see Mr P's purchase receipt appears to be a standard one from an online template – as it includes the same error the online template has. And I think it's unlikely B would've used a standard online template instead of its usual letter headed template in its dealings with Mr P. So I don't think it's unreasonable Fortegra thinks Mr P created the receipt himself.

Fortegra has concerns about the authenticity of the screenshots of the bank statements Mr P's provided to show he paid B for the caravan. And B's provided statements, which I've seen, to show it didn't receive a payment from Mr P and it doesn't have any record of selling Mr P's caravan – or any vehicle – to him. So, I think it's reasonable for Fortegra to ask Mr P for original bank statements to show the payment he says he made. I appreciate Mr P's explained the payment came from his partner's account and she's not willing to provide the statements to Fortegra. But without them, I'm not satisfied he's given enough evidence to show he did make the payment he says he did – or that he owns the caravan.

Overall, the information B's given about its sales process and advertising doesn't match the information Mr P's given us about how he found the caravan and how he purchased it. I appreciate Mr P thinks he was potentially sold the caravan by someone connected to both B and a third-party company. And he's given us details of that person to support what he says. But, that doesn't prove he bought the caravan or that he's its legal owner. So I don't think Fortegra has acted unfairly in declining Mr P's claim and voiding his policy.

Fortegra gave Mr B the opportunity to provide further information to support his side of the story but I can see he's said he's unable to. So I don't think Fortegra's acted unreasonably and I'm satisfied it's acted in line with the terms and conditions of the policy.

I know Mr P's unhappy Fortegra tried to change the level of cover he was entitled to under his policy. But as I don't think Fortegra's unfairly declined his claim or unfairly voided his policy, it follows that I don't think he's suffered detriment due to this. So it doesn't make a difference to the outcome of this case.

My final decision

For the reasons given above, I don't uphold Mr P's complaint.

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

Nadya Neve
Ombudsman