

The complaint

Mr J is unhappy that The Equine and Livestock Insurance Company Limited trading as the Insurance Emporium (“Emporium”) have declined his claim under his caravan insurance policy.

What happened

Mr J had a caravan, covered through a policy with Emporium.

The caravan was stolen late at night on 3 November 2024 from its storage address at his parents' property.

Mr J reported the theft to Emporium the next day. They rejected Mr J's claim on the basis of an exclusion for claims where a caravan was stored at a business premises. They also said that the caravan had been left in space open to the public and so the exclusion applied where security requirements hadn't been met.

Mr J brought his complaint to our Service, for an independent review. One of our investigators looked into the complaint but didn't think it should be upheld. He said the claim had been fairly declined in line with the policy terms and conditions.

Mr J didn't agree, amongst his points in reply, he said the property where the caravan was stored was his parents residential address. So, the complaint was 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 appreciate this will be disappointing for Mr J, but I'm not upholding his complaint. I'll explain why.

In his complaint, Mr J has made a number of detailed points and I've considered all those carefully. But in this decision, I will focus on what I consider to be the key issues. My role is to decide if Emporium have dealt with the claim in a fair and reasonable way, and in line with the policy.

The policy states on pages 11, 12 and 28 that Mr J's caravan was not insured, and no cover was provided, for *“any claim where your caravan is situated on commercial or business premises”*.

Mr J's caravan was stolen from his parents' residential address, where they also operate a business from. He has complained that Emporium aren't applying this exclusion fairly, but I am satisfied they are. I note Mr J's comments that it is all one property, and disputing it is business premises through evidence of business rates paid and the title deeds. However, I am satisfied the exclusion fairly applies based on the following:

- Mr J's father explained "*my business, operates from a small portion of our residential property, specifically within three designated areas, for which I pay business rates*".
- The report from the loss assessor shows the caravan was stolen from a large driveway, which I am satisfied was used as a business premises. It has large and multiple signage and includes a garage door for a workshop that was clearly being used by the business.
- The website for the business also gives the address where the caravan was stored and states this is where the business workshop and showroom are located.
- Despite Mr J stating the caravan was parked where the public have no access, the spot it was stolen from has a sign which states it is a car park for patrons of the business.

Based on the above, I am satisfied that the caravan was stolen from a commercial or business premises and the claim has been declined fairly. Further, the policy includes an exclusion for "*theft from premises open to the public if not in use and not supervised*". I am satisfied this exclusion could also be fairly applied.

Mr J has also complained that the policy shouldn't have been sold to him, as Emporium were aware there was a business operating from the same address the caravan was being stored at. However, I don't agree. As explained, the policy terms explain they did not "*offer any advice or recommend a particular product or level or cover*" and that Mr J was to "*read the quotation documentation thoroughly to ensure our cover fulfils your requirements*". Whilst it might have been made clear there was a business at the address during sales calls, Emporium didn't know how it was structured. It wasn't their responsibility to check. and I think they acted reasonably.

In summary, I think Emporium's refusal of the claim was reasonable, and in line with the policy terms.

My final decision

For the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 19 December 2025.

Yoni Smith
Ombudsman