

## **The complaint**

Mr F has complained that HCC International Insurance Company Plc trading as Tokio Marine HCC failed to reasonably repair all the damage caused to his caravan under his caravan policy following damage by falling branches from a tree.

## **What happened**

Mr F owns a caravan which was around 10 years old at the time of the damage from the tree branches which was mainly let out as a holiday home and which is insured by HCC. In early November 2023, there was a storm and a tree behind the caravan shed a couple of large branches which caused damage to Mr F's caravan.

Mr F made a claim to HCC which repaired some of the damage. However Mr F is adamant that the force of the falling branches also caused the two bedroom windows' hinges to bend (which are side hung) and trim inside the master bedroom was dislodged. Along with the main door hinges being bent at an angle. The other windows which were top hung weren't damaged.

HCC was of the view that these issues were noted in a quotation some 10 months after the incident. Meanwhile the first assessor was on site within a month of the incident (before any claim was made by Mr F too) who noted the windows were worn and had dropped on the hinge side and the handles were also worn. The structure had been checked and the levels from longitude and outriggers met the current manufacturer's guidelines.

HCC said another assessor visited the caravan in January 2024 who confirmed there was no evidence of movement of the caravan as it was the decking which was pushed up to the caravan.

HCC said that Mr F's own repairers in their estimate of December 2023 noted they were going to check the door and windows but they didn't identify any such damage to either the windows or doors.

On this basis the investigator was ultimately of the view that Mr F's complaint shouldn't be upheld as there was little persuasive evidence the falling branches caused the damage to the windows and doors as Mr F believed.

Mr F disagreed so his complaint has 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.

Having done so, I'm not upholding this complaint. I do appreciate and understand that Mr F will be very disappointed, so I'll now explain why.

As the investigator explained, we are an evidence based service. We can only decide complaints on the evidence provided by both parties. Neither the investigator nor I are caravan damage assessors. Our role is to assess whether the insurer did anything wrong in relation to the terms and conditions of the policy.

The policy says the following:

*'In consideration of the premium the insurer agrees (as per the terms and conditions contained or endorsed on this insurance policy) to insure you against loss or damage sustained or legal liability for accidents happening during the period of insurance after such loss, damage or liability are proved.*

...

*Please remember that there are some areas where an insurance policy may not be able to assist you. You are responsible for the maintenance and upkeep of your holiday home and its contents. Damage arising out of wear and tear or that develops over a period of time is something that falls outside the terms of your policy.*

...

*It is your responsibility to minimise the damage to your property, therefore emergency repairs may be carried out to prevent any further damage for example replacing skylights/boarding windows/securing doors/tarpaulin on damaged sections of the roof.'*

Under 'what is insured' the policy says:

*'Impact by vehicles and animals, aircraft and other aerial devices, or anything dropped or falling from them.'*

Under the 'general exclusions' it says the following is excluded:

- *'Damage from wear and tear, corrosion or gradual deterioration or depreciation.*
- ...
- *Any costs arising from the normal use, maintenance and upkeep of your structure and contents.'*

Under insurance law it is for the claimant to prove his claim falls under the terms of the policy. It is not for the insurers to do this on the claimant's behalf. Neither does this service instruct independent assessors to report on the matter either, as that was for Mr F to do himself.

I can see Mr F's strength of feeling on the matter, but he hasn't produced any persuasive evidence to show that either of the two assessors who visited the caravan in December 2023 and January 2024 were wrong or that they omitted to consider the issues with the door and windows. More importantly, the repairer of the damage which HCC did cover, said on the estimate that they were going to check the windows and the door but they didn't end up repairing them. The further report which Mr F had produced some 10 months after the incident on 8 October 2023 merely says the following:

*'After our site visit to [caravan park] early this year it seemed that 2 windows and the front door were not working correctly so we carried out some maintenance to get them to function for the meantime. But upon recent inspection they are not sitting properly in my opinion it seems as they have moved/twisted the likely cause could be tree impact but cant guarantee.'*

On the basis this author of this report 'can't guarantee' that the reason the windows and door aren't sitting properly is not persuasive enough to say on the balance of probabilities that the tree branches were the cause.

If Mr F had instructed his own assessor to detail the damage, within a reasonable time of the incident occurring, which clearly detailed the cause of the issues with the windows and door was, on balance, further damage from the falling branches, then in all likelihood HCC would have accepted it needed to pay for their repair too. But that evidence is missing in my view.

Therefore there isn't enough before me to show that HCC were wrong in not paying for the cost of repairing the windows and door. Indeed the evidence of the two initial assessors plus the repairer appear to show the windows and door issues were not caused by the falling branches instead. Therefore I don't consider Mr F has shown this damage was caused by the incident.

### **My final decision**

So, for these reasons, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 13 February 2026.

Rona Doyle  
**Ombudsman**