

## **complaint**

Mr J is complaining that Liverpool Victoria Insurance Company Limited (LV) has declined a claim he made on his caravan insurance policy.

## **background**

The facts of this complaint are well known to all parties. So I won't set them out in detail. In summary, in April 2017 Mr J made a claim on his caravan insurance policy for the theft of his motorhome. LV arranged for a claims investigator to investigate the claim and – in particular – interview Mr J.

Following this investigation, LV had a number of concerns which meant that it said it wasn't willing to settle the claim. It raised the following issues:

- Mr J hadn't registered the motorhome for over five years since he says he bought it.
- Mr J couldn't provide clear details about what happened after the theft was allegedly discovered.
- Mr J says that he'd gone to visit his partner's cousin – Mr O – to show him the motorhome. But the investigator contacted the person at the address Mr J said he'd visited Mr O at, who said Mr O wasn't living at that address any longer and she said he wasn't living there at the date of loss.
- Mr J said he'd only ever owned one motorhome, but it thought there was evidence to suggest otherwise.
- Mr J was only able to provide invoices for alleged repair works in 2012 but he mentioned in the interview that the roof was rotten, which could be seen from Google earth, but he'd provided no evidence of repairs for it.
- Having owned the motorhome for such a period of time, Mr J was unable to provide any other photos of the motorhome, especially including the interior of it.
- Mr J was unable to provide a clear account of when he bought the motorhome, how he paid for it and who he bought it from.
- The investigator questioned Mr J about the circumstances of the loss. Mr J said when discovered the theft he left Mr O's house, but he couldn't remember where he went. He also said he couldn't remember how he left Mr O's house. Mr J said that he must have got a lift but didn't know who it was with whether it was Mr O or his wife. LV said Mr J then added that when he left Mr O's house he went out in a car, but it said he again couldn't remember what car or whose car it was.

Mr J didn't think LV had acted fairly and he maintained that he'd provided everything he could, but he said it's not unreasonable he couldn't provide some of the information as he'd had the motorhome for around five years. So he asked this service to step in.

One of our investigators reviewed the complaint and she thought it was fair for LV to have the concerns it had raised based on the evidence it had at the time. Following this Mr J provided some further information – in particular the following:

- Photographs which he says was of the motorhome
- Invoices for the parts which he says were to carry out rectification work to the motorhome
- A written invoice for the motorhome
- Evidence of the motorhome's MOT history

The investigator said Mr J would need to refer this evidence to LV first. But LV still didn't think he'd provided enough to support the claim. So Mr J asked this service to step in again.

The investigator reviewed the complaint again, but she still didn't think LV had acted unfairly. And she said that there were still a number of discrepancies that needed addressing which she said were as follows:

- Mr J had previously said that he was unable to provide photographs of the motorhome, copies of repair invoices and purchase receipt as he thought they were lost. She said with the interviews and information seeking exercises done by LV, she thought Mr J would have remembered something like this sooner. And she didn't find Mr J's explanations of why he had since found them plausible.
- She said many of the invoices and receipts Mr J had provided were for parts that could be fitted to any vehicle. So she didn't think it was unfair for LV to have concerns whether they were actually fitted to the motorhome.
- She said that LV had said it had spoken to one of the companies who Mr J says he bought parts from who said that all their invoices would have had an invoice number printed, whereas the invoices Mr J had provided don't have invoice numbers. LV also said the company confirmed they don't put the registration number on their invoices, which some of the receipts Mr J provided do. And finally it said there are invoices for parts that they do not supply.
- She thought Mr J has been consistent with the timing and who he went to see with his campervan. But she said his version of events after the theft were vague and inconsistent.
- She said she found it hard to believe that Mr J would have forgotten where he was when he spoke with the police regarding the theft. She also said she didn't understand why he didn't follow up with the police after filing his report.
- Mr J couldn't remember where he went after he left Mr O's house. She said, Mr J had said he remembered looking for the motorhome, but he didn't remember what order or where he went. In particular she said Mr J couldn't remember how he left Mr O's house—he said he would have got a lift, but he couldn't remember to where or who he was with.

Mr J disagreed with the investigator and reiterated that the claim was fair. He provided an extensive response to the investigator's opinion. But, in summary, he says he has been consistent all the way through and LV hasn't given anything to show that this claim wasn't genuine. He says he explained to the investigator and LV that he had the receipt for the motorhome. But he couldn't find it. And he maintained that all receipts and invoices he gave were genuine. He thinks LV and its investigator were heavy handed with him and he doesn't think they treated him fairly.

As Mr J didn't agree with the investigator, the complaint's been passed to me to decide.

### **my findings**

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 to not uphold this complaint and I'll now explain why.

Mr J has raised a number of points about why he thinks LV have acted unfairly. I've considered everything he's provided. I've not commented on every point he's raised. Instead

I've focussed on what I think are the key points. No discourtesy is meant by this but simply reflects the informal nature of this service.

I should first state that it's not this service's role to assess whether the theft was genuine or not, but we look at whether LV has acted fairly and reasonably in its handling of the claim. Having taken everything into account, I think it was fair that it said there were some discrepancies in this matter primarily for the following reasons.

I agree with LV and the investigator that Mr J's version of events about what happened weren't persuasive. Mr J told the investigator that he didn't remember where he went after the theft, how he got home after the theft and where he was when reported the incident to the policy. I don't dispute that it wouldn't be fair and reasonable to be required to remember every single thing that happened after a theft, but I don't think it was unreasonable for LV to say that it would have expected Mr J to remember key details such as where he went after the theft and how he got home. I'm not persuaded that Mr J has given a fair explanation for why he doesn't remember key details about what happened.

I also think LV has provided evidence that suggests Mr O wasn't living at the house where Mr J says the theft took place. I think this casts doubt on Mr J's version of events and I think LV was entitled to have concerns in respect to this.

I'm satisfied that Mr J did purchase and own the motorhome. And I don't think LV disputes this. But he says he paid £6,500 for the motorhome which was the full dealer value for the motorhome in good condition. But he's said that he bought the motorhome from a friend and that it needed a lot of work doing to restore it. And he says it took him a number of years to restore it. So it's clear the motorhome was not in a good condition when he bought it. I think this is also supported by a statement the investigator took from someone who worked in a nearby yard to Mr J's who said he only recalled there ever being one motorhome in Mr J's yard. And he said this was broken for parts by Mr J, but he hadn't seen it there for some time. I find it unlikely that he would have paid the amount he says he paid for it given its condition. And I'm not persuaded that Mr J has provided sufficient evidence to substantiate what he paid for it.

I also agree with the investigator that I find it surprising Mr J wasn't able to provide photos of the motorhome and receipts for its purchase and repairs for around 15 months. I note Mr J says he can't be expected to know where everything is kept – especially given he bought the camper van around five years before he bought it. But, given the concerns LV had highlighted, I would have thought Mr H have gone to greater lengths to find this information sooner than he did.

Finally I think LV has demonstrated some fair concerns in respect to the veracity of the invoices he has provided, as the investigator set out.

I acknowledge Mr J says he's always been consistent with his version of events and he doesn't think it's relevant to the claim that he can't remember exactly what happened after the claim. I've also taken into account the extensive comments Mr J provided in response to the investigator's view. But I'm not persuaded he's given a fair explanation for the concerns LV has highlighted.

Taking everything into account, I think LV has provided enough to support its concerns in respect to this claim. So I'm not going to interfere with LV's decision to decline the claim.

**my final decision**

For the reasons I've set out above, 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 J to accept or reject my decision before 28 June 2020.

Guy Mitchell  
**ombudsman**