

## **complaint**

Mr S's caravan stolen was stolen. He says that Caravanwise Limited failed to tell him about a theft exclusion insurance policy which has led to his claim being declined.

## **background**

In May 2015, Mr S arranged an annual policy through a broker, Caravanwise. Mr S and Caravanwise have confirmed he was given the details of the insurer and the relevant policy documents. The policy terms include a section about what's not covered. It excludes cover for theft if a caravan is left for more than two hours and hasn't been secured using a hitch lock and wheel clamp.

Caravanwise wrote to Mr S in April 2016 letting him know that the policy was due for renewal on 12 May 2016. But he didn't renew the policy so Caravanwise wrote to say the policy had lapsed.

Mr S called Caravanwise on 23 May 2016 asking to renew it. He says he was told the policy couldn't be renewed but a new one could be set up. Caravanwise wrote to Mr S acknowledging payment of the premium and enclosing a schedule of insurance. It also enclosed a proposal form completed with the information it held on file and asked him to complete it if any information had to be corrected.

Mr S took the caravan to a garage for servicing. A few days later, Mr S noticed the caravan was missing from the garage yard. He reported the theft and made a claim on his policy.

The insurer of the policy, appointed a loss adjuster to investigate the circumstances of the claim. They spoke with Mr S. Their report says he told them that thieves had removed the hitch lock from the caravan. He told them the wheel clamp was not fitted as he believed the caravan would be secure in the storage yard. They concluded that the terms of the policy regarding security of the caravan hadn't been met. The insurer refused to meet the claim.

Mr S has said he gave the hitch lock and wheel clamp to the garage. And he's said he should've received new policy documents highlighting the theft exclusions when he bought the new policy. He thinks that because Caravanwise didn't send him the documents making him aware of the exclusions, it should agree to meet his claim.

Caravanwise said it didn't send new policy documents as it processed the policy as a renewal. It says it can do this within 14 days of expiry rather than setting up a new policy. It says there was no change to the proposal or the terms of the policy from when Mr S bought the insurance a year earlier, so there was no need for it to send new documentation. It says the lack of the documents hasn't contributed to the loss Mr S suffered as he's said he gave the hitch lock and wheel clamp to the garage and expected them to be used. So he'd tried to comply with the policy terms.

Our investigator looked into Mr S's complaint and didn't uphold it. She said the renewal notice said that a new policy booklet was available on request. And the policy had been renewed on the same terms so new documents didn't need to be sent. The proposal form showed that Mr S has a hitch lock and wheel clamp as physical security. But the wheel clamp hadn't been used. She didn't think Caravanwise was liable to pay the claim.

Mr S didn't agree. He says the policy wasn't renewed but was a new one. He's provided the policy schedule to support that argument. He says Caravanwise should've sent fresh documents as a result. The complaint has been passed to me for final decision.

### **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances. The complaint referred to me is solely about whether Caravanwise should be held liable for Mr S's loss due to its failure to provide policy documents in May 2016. Any complaint he may wish to make about the claim being turned down should be made to the insurer as they are responsible for assessing any claim.

The circumstances surrounding the theft aren't in dispute. The theft exclusion is clearly detailed in the policy documentation sent to Mr S when he bought the first caravan policy. Mr S hasn't disputed that. He's said the failure of Caravanwise to supply the documents of the new policy mean the theft exclusion shouldn't be applied.

Mr S has provided a copy of the schedule of insurance for the policy he bought in 2016. At the top of the document next to the date of issue, it says 'Reason for issue: Renewal' as Caravanwise has said. But Mr S was told in writing that the 'old' policy had lapsed and, while the second year's insurance was on the same terms as the first, I note there was a short period where no policy was in place. For this reason, I think this was a new policy so Caravanwise should've sent new policy documents.

So I have to consider what effect the lack of documentation had on Mr S – in other words, what he would've done differently if he'd received the policy terms. The investigator and I have both asked Mr S to tell us what he'd have done, but we've had no response. So I've considered what Mr S actually did to see if I think it's likely he'd have done anything different.

Mr S was told about the need for physical security in the initial policy, and the second policy was set up on the same terms. Mr S said he gave both the hitch lock and wheel clamp to the garage. This would've enabled the garage to secure the caravan in line with the terms of the policy. So it seems unlikely that Mr S would've been able to do any more to prevent the theft, even if the theft exclusion had been highlighted to him again.

The loss adjuster reported that the hitch lock was used but the wheel clamp wasn't as Mr S believed the caravan would be secure in the yard. While this may have been beyond Mr S's control, it's still the case that the security terms weren't complied with.

I don't think the absence of fresh policy documents had any bearing on the loss of Mr S's caravan. It follows that I don't think Caravanwise needs to do anything else.

### **my final decision**

I don't uphold this Mr S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 10 May 2017.

Richard Hale

**ombudsman**