

## **complaint**

Mr G says Covea Insurance plc wrongly decided his vehicle was a campervan. Because of that, it wouldn't cover a claim he made on his motor insurance policy.

## **background**

Mr G's vehicle is registered as a minibus with the DVLA. It was damaged in an accident in July 2014. Covea's engineer thought the vehicle was a campervan. These aren't covered under the policy.

Our adjudicator thought Covea hadn't been able to show the vehicle was a campervan. She thought it should deal with the claim. She suggested Covea should pay Mr G the vehicle's pre-accident market value. She also thought compensation for the trouble and upset caused to Mr G by Covea's decision was appropriate. Covea accepted the adjudicator's proposed settlement. However, it later changed its mind, so the complaint was passed to me for review.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

The V5 registration document states that the vehicle's a minibus. Mr G says he hasn't made the alterations to it that would be needed to have it reclassified as a campervan. Some of the features it has (sliding doors and a folding bench seat) are *original* features. Mr G added an electrical hook-up. He says it's multi-purpose, which is feasible. I don't think it can be assumed to be for camping purposes. He also put in vinyl flooring, as he carries bikes in the vehicle and finds it more convenient.

In my view, these features don't mean the vehicle's now a campervan. Mr G's provided information showing the additional features it would need in order to be reclassified. These include a permanent cooking facility and a water storage tank.

Covea's engineer noted there was a fixed cupboard in the vehicle. He thought it might contain washing and cooking facilities. Mr G has always said that's not the case. I haven't seen anything to show that's not correct. Other features the engineer commented on included the curtains and the camping equipment (windbreaks) visible in the vehicle. I don't think either of these is sufficient to show the vehicle's a campervan.

I can see why Covea gave the claim careful consideration. Although the adjudicator didn't think the vehicle looked like a campervan, I can see why Covea may have thought it did. Mr G accepts that some models of the vehicle were manufactured as campervans. Yet others underwent significant alterations to be used for that purpose. I don't agree Mr G could sell his vehicle as a campervan, as Covea's suggested. I think it only has some of the features a purchaser of a campervan would require. More importantly, I don't think Covea's shown that Mr G changed the vehicle so it could be used as a campervan.

I don't think it's reasonable for Covea to rely on the exclusion for campervans in the policy. I think it should do what it originally agreed to do. That means paying Mr G the pre-accident market value of the vehicle and showing us how it arrived at a fair price for that. It also needs to pay Mr G compensation. He was very frustrated by its initial decision and went to some

trouble to explain to Covea why it wasn't right. Since then he's been without the vehicle, which has been inconvenient for him. I think a moderate sum would help to put matters right.

**my final decision**

My final decision is that I uphold this complaint. I require Covea Insurance plc to do the following:

- Pay Mr G the pre-accident market value for the vehicle
- Provide evidence to us of how it arrived at a fair price for it
- Pay Mr G £250 compensation

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 24 August 2015.

Susan Ewins  
**ombudsman**