

The complaint

Miss H and Mr P complain that Great Lakes Insurance SE declined their travel insurance claim. My references to Great Lakes include its agents, which include the administrator our investigator referred to in her previous correspondence. Great Lakes is the insurer of the policy and the correct business for my decision to be about.

What happened

Miss H and Mr P had an annual travel insurance policy insured by Great Lakes.

While on holiday abroad Miss H and Mr P had a bag of valuables and other items stolen from their vehicle. They claimed for the stolen items and said:

- They'd parked their camping vehicle for the evening in a designated campervan area.
- Miss H was always within sight of the vehicle and always within one to two meters of it as she was going to and from the right hand side of the vehicle getting out food and cooking equipment. Mr P was asleep in the tent on top of the vehicle.
- Someone had very quietly opened the back left hand door of the vehicle and taken the items.

Great Lakes declined the claim. It said as the items were removed from the vehicle without Miss H and Mr P's knowledge the vehicle was unattended and the policy didn't cover personal items left unattended. It added that Miss H and Mr P weren't in a position to prevent theft of their items and the vehicle was unlocked allowing unauthorised access.

Miss H and Mr P complained to us. They said they hadn't left the vehicle unattended and Great Lakes should pay their claim.

Our investigator said the vehicle wasn't unattended and Great Lakes should reassess the claim.

Great Lakes disagrees and wants an ombudsman's decision.

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 need to decide whether Great Lakes fairly declined the claim, and I don't think it did. I'll explain why.

Great Lakes has referred to the following exclusions set out in the policy terms to decline the claim:

'What is not covered...

3. loss, theft of, or damage to, personal baggage, valuables, personal money, or passport left unattended in a public place, or location that the public has access to at any time;

4. any loss, theft of, or damage to personal baggage left in an unattended motor vehicle if:

- they have not been locked out of sight in a secure baggage area;*
- no forcible and violent means have been used by an unauthorised person to gain entry into the vehicle and no evidence of such entry is available;*

5. loss, theft of, or damage to, valuables, personal money, or passport:

- from a motor vehicle left unattended at any time...*

7. any loss, theft of, or damage to personal money, valuables or passport left unattended at any time unless deposited in a hotel safe, or safety deposit box'

So the key issue for me to decide is whether the items claimed for were unattended. The policy defines 'unattended' as:

'When you cannot see and/or are not close enough to your ... vehicle, to prevent unauthorised interference with, or theft of, your property or vehicle'.

From Miss H and Mr P's description of the theft I'm satisfied that Miss H could see the vehicle at all times. And I'm also satisfied that as she was only one to two meters from the vehicle she was in a position to prevent unauthorised interference with, or theft of, their property. I think as she was that close to the vehicle she could reasonably consider she would see and/or hear someone opening the door on the left hand side of the vehicle. The fact that she wasn't able to prevent the theft doesn't mean she wasn't in a place to have a reasonable prospect of preventing the theft.

Great Lakes says the vehicle was unlocked, which allowed the theft. But I think under the policy terms the vehicle being unlocked doesn't matter as I'm satisfied that Miss H and Mr P hadn't left the vehicle unattended. And on a fair and reasonable basis I don't think it would be reasonable for Great Lakes to decline the claim as it was unlocked when Miss H was very close to, and going in and out of, the vehicle.

In these circumstances I think Great Lakes unfairly relied on the above policy terms to decline the claim. I think it should reassess the claim in line with the remaining policy terms.

Initially our investigator said Great Lakes should add interest to any claim payment but ultimately she correctly explained why she wasn't recommending interest. As I'm not telling Great Lakes to pay the claim, but to reassess the claim, it's not appropriate for me to say it should add interest.

Putting things right

Great Lakes must reassess the claim in line with the remaining policy terms, conditions and limits.

My final decision

I uphold this complaint and require Great Lakes Insurance SE to reassess the claim in line with the remaining policy terms, conditions and limits.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H and Mr P to accept or reject my decision before 17 January 2023.

Nicola Sisk
Ombudsman