

The complaint

Mr S is unhappy that Great Lakes Insurance SE declined a claim he made on his travel insurance policy.

What happened

Mr S went on holiday. His baggage was delayed for six days. When it did arrive there was a tear in the bag and there were items missing. Mr S claimed on his travel insurance policy.

Great Lakes declined the claim as there was no cover for delayed baggage on the outward journey. And they said Mr S hadn't provided evidence of the damage or missing items in line with the policy terms and conditions. Mr S complained but Great Lakes maintained their decision to decline the claim was fair and reasonable.

Our investigator looked into what happened and didn't uphold the complaint. He thought the claim had been fairly declined in line with the policy terms. Mr S didn't agree and asked an ombudsman to review the complaint. He said he did message the airline during the time he was waiting for his baggage.

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.

The relevant rules and industry guidelines say that Great Lakes has a responsibility to handle claims promptly and fairly. And they shouldn't reject a claim unreasonably.

The policy terms and conditions say there is 'no cover available' for baggage delay on your outbound journey under the 'essentials' section of cover. In relation to damaged baggage it says:

You must report the loss, or theft of personal baggage within 24 hours of discovery, to the local Police and to the carrier, if appropriate.

Damage to personal baggage in transit must be reported to the carrier before you leave the baggage hall and a Property Irregularity Report (PIR) must be obtained.

Loss, or theft of personal baggage during your trip must be reported to your hotel, accommodation provider, or tour operator representative if appropriate.

You must produce to us written documentation from one of the parties listed above confirming that the loss, or theft occurred during the trip – otherwise no claim will be paid.

I'm not upholding this complaint because:

- Travel insurance policies don't cover every eventuality. Mr S's policy doesn't cover delayed baggage on the outward journey because Mr S took out 'essentials' cover.

Great Lakes offered a higher level of cover would have paid a benefit in the event of baggage delay, but Mr S hadn't paid for that level of cover.

- The policy terms and conditions require Mr S to obtain a report for the damaged luggage. He didn't obtain a report and there's no evidence he reported this to the airline. I appreciate that the luggage was delayed, and so Mr S couldn't get this prior to leaving the baggage hall. But there were other options available when the baggage did arrive, such as reporting the damage to the airline on their website. So, I think it would have been reasonable for Mr S to provide some evidence of the damage and losses he says he incurred.
- Mr S hasn't provided any other supporting evidence of the damaged baggage or missing items. So, I don't think it was unreasonable for Great Lakes to decline the claim for the damaged baggage.

My final decision

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 22 May 2024.

Anna Wilshaw
Ombudsman