

## **The complaint**

Mr P complains about Great Lakes Insurance UK Limited's (Great Lakes) decision to decline his claim, under his mobile and gadget insurance policy.

## **What happened**

The details of what happened are well known to both parties. So, I will just summarise them here.

- Mr P had a mobile and gadget insurance policy, taken out at the start of March 2024.
- Later that month, Mr P made a claim through the policy for a lost mobile, laptop and wireless earbuds. He said they had been lost whilst he was abroad on a motorbike.
- Great Lakes declined the claim. They said this was because Mr P couldn't provide proof of usage or the 'blacklisting' information for the mobile phone, required under the terms of the policy.

Mr P remained unhappy and brought his complaint to our service for an independent review. He said he had provided proof of usage for the mobile phone and that he had made sufficient attempts to 'blacklist' it. He said he'd experienced issues due to language barriers and the location. He also didn't think it was fair to decline the claim in full due to conditions regarding the mobile phone only.

Our Investigator looked into it. Whilst she didn't think Mr P had done enough to show proof of usage or the mobile phone 'blacklisting', she didn't think Great Lakes had acted fairly in declining the claim for the laptop and earbuds because of this. She also recommended they pay him £150 for the distress and inconvenience caused.

Mr P replied to confirmed he accepted the Investigator's recommendations. However, as Great Lakes didn't reply, the case has been passed to me to decide.

## **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.

Having done so, I have reached the same outcome as the Investigator. I'll explain why.

For ease, I will refer to the claim issues in turn.

### Mobile Phone

The terms of Mr P's policy (under '*General Exclusions*') states that Great Lakes won't pay any claim "*where proof of usage cannot be provided or evidenced*". Proof of usage is defined

as, “evidence that shows the gadget has been in use since policy inception and up to the event giving rise to the claim. Where the gadget is a mobile phone, or other SIM enabled device, this evidence can be obtained from your Network provider. For other gadgets, such as laptops, in the event of an accidental damage claim this must be determined through inspection by the Administrators selected repairer.”

Mr P’s policy also states (under “Conditions and Limitations”) that Mr P “must: Failure to observe these may invalidate your claim - report the theft or loss of your gadget to your network provider within 24 hours of discovery so they can blacklist your handset”.

I think Great Lakes has acted fairly in declining the claim for the lost mobile phone. Mr P has only so far provided a call history from 7 February to 21 February 2024. I agree this doesn’t prove usage from inception (5 March 2024) and up to the claim event (11 March 2024). He says this is because he was away and used a foreign sim he purchased when abroad. But Mr P departed on 6 March 2024. Based on this, I don’t think Mr P has done enough to prove usage in line with the policy terms and conditions.

Great Lakes have said the mobile phone also hasn’t been ‘blacklisted’. Mr P acknowledges an issue with this but says it is due to extenuating circumstances such as language barrier issues with the network provider. However, he hasn’t provided any further evidence of this and I think Great Lakes are acting fairly in saying he hasn’t done enough here.

#### Laptop and wireless earbuds

Great Lakes has said that due to the issues in validating the claim for one of the items, they are not able to consider any of the claim. I don’t agree this is fair.

Mr P’s items are separate and whilst I acknowledge he hasn’t been able to sufficiently prove usage for the mobile phone, I don’t agree this means Great Lakes are entitled to decline his claim for the other items.

I think they should consider his claim for the laptop and earbuds under the remaining policy terms. If Great Lakes still think the claim should be declined, then they need to clearly set out why to Mr P. Referencing the agreed policy terms.

I also agree they should compensate Mr P for declining his claim unfairly. This has been going on for several months and it has clearly caused him some distress and inconvenience and I think £150 compensation fairly recognises the impact of this.

#### **My final decision**

My final decision, is that I uphold this complaint in part and require Great Lakes Insurance UK Limited to:

- Reconsider Mr P’s claim for his lost laptop and wireless buds. In line with the policy terms and conditions and without referring to the proof of usage of the mobile phone.
- Pay him £150 for the distress and inconvenience caused in not handling his claim fairly.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr P to accept or reject my decision before 11 March 2025.

Yoni Smith

**Ombudsman**