

## The complaint

Mr H has complained that Great Lakes Insurance UK Limited unreasonably refused to pay his claim under his mobile phone insurance policy.

## What happened

Mr H bought a new phone around the 16 October 2024 with a UK monthly sim. He also bought this mobile phone policy with Great Lakes on 14 October 2024.

In December 2024, whilst on holiday abroad, his new phone was lost or stolen, so he made a claim to Great Lakes.

Mr H never put the UK sim card into this new phone. Instead, he bought a sim card in the country where he was on holiday and used that sim in this new phone whilst he was there. He can't provide any receipt for this sim card, and the sim wasn't registered to his UK address, and the sim provider provides no evidence of usage.

Due to this, Great Lakes declined to deal with Mr H's claim. Unhappy, Mr H brought his complaint to us. The investigator didn't think it should be upheld. Mr H remained dissatisfied, so his complaint 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'm not upholding this complaint. I do appreciate and understand Mr H will be very disappointed, so I'll now explain why.

Mr H said he was on holiday and sat on a seat and took his jacket off. His phone was in his jacket. He never left his seat until he left picking up his jacket. He noticed his phone was missing around 30 minutes later. He said he doesn't have a police report because he was unsure where his phone went missing.

The starting point is what the policy provides and what it requires for a claim to be paid. I There is no dispute that Mr H received all his policy documents when he bought the policy in October 2024. The certificate shows this phone was covered by this policy also.

The policy says the following under 'claims procedure':

...

*'You 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/item (where this is applicable).*
- *report the theft or loss of your gadget to the Police within 24 hours of discovery and obtain a crime reference number in support of a theft claim and*

a copy of the police report.

...

- *provide the proof of purchase of the gadget for which you are claiming. Such proof of purchase must evidence that you own that particular gadget, which may include the IMEI number or serial number (where applicable in respect of mobile phones and laptops) and other identifying details where appropriate.*
- *provide the proof of usage (in respect of mobile phones) from your Network that confirms the mobile phone has been in use since policy inception and up to the event giving rise to the claim.'*

Under the definitions section it says:

### **'Proof of Usage**

*'Means 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 this evidence can be obtained from your Network provider.'*

Under the 'general exclusions' the policy says the following:

*'6. any claim where proof of usage cannot be provided or evidenced (applicable only where the gadget is a mobile phone or in respect of a laptop/tablet where user history is available.)'*

During the claims process Great Lakes told Mr H the following:

*'To enable us to process your claim as quickly as possible, please read our brief Claims Guide below and upload the following documentation:*

#### **Theft/Loss Report:**

*Please register the device as lost via either [www.immobilise.com](http://www.immobilise.com) or [www.reportmyloss.com](http://www.reportmyloss.com) and provide us with a copy of the pdf. Loss certificate.*

#### **Proof of Usage (mobiles/SIM devices only):**

*Please provide proof of usage in respect of this device. You need to contact your network provider to request this. This is not an itemised phone bill. Proof of usage should include the device make, model, IMEI number and the first and last date the device was used. This is obtainable for all types of contract, including "pay as you go".*

#### **Proof of Payment:**

*Please provide a copy of the credit card/bank statement showing the payment made to purchase your device.*

#### **Proof of Lost Mode:**

*Please activate lost mode on your device - please evidence this by means of screen shot showing the feature being active and also showing the device's last known position.*

#### **Proof of Blacklisting (mobiles/SIM devices only):**

*Please upload written confirmation of Blacklisting from your Network provider. If you have a device that uses a Sim card, you must have your device blacklisted if it has been lost or stolen.*

*You must provide proof of this from your network provider. This will show when the device was blacklisted, the IMEI number, and is obtainable for all types of contract, including “pay as you go”.*

***Proof of Address:***

*Please provide proof of address. Proof of address needs to be a utility bill or bank statement dated within the last 3 months. The document must clearly state your name, address and date of issue.*

***Photo of Box:***

*Please provide a photo of the device box confirming both IMEI number and/or serial number.*

***Other Insurers:***

*Provide details of any other contract, guarantee, warranty or insurance that may apply to the gadget including, but not limited to, household insurance.*

***ID Dual Validation:***

*Please provide a photograph of you holding your ID such as a passport or driving license to your face, the photo must clearly show your face and the ID document. The picture must be in focus and all the text easy to read. The full passport photo page or ID must be in shot, do not leave any bits out or cover with your hand or fingers. The lighting must be good, to stop any glare do not use flash.'*

Unfortunately, Mr H never got any police report as he wasn't sure where he actually lost the phone given he didn't discover it was missing for 30 minutes after leaving the seat where he last saw it in his jacket pocket.

Because Mr H inserted a sim bought in the country he was visiting, he doesn't have any receipt for payment of that sim, the sim wasn't registered to his own name or address under any other network, and there is simply no means to get any proof of usage for Mr H using this phone when he was on holiday. Further Mr H said he never put his UK sim which was bought with the phone (as seen from his receipt of purchase) into this phone. He explained he uses his old phone in the UK as he also uses it for work and switching all the apps and necessary verifications to his new phone would have taken up too much time, so he hadn't done that. This shows that contrary to the policy requirements, Mr H can't show this phone was in use since the policy inception either.

So, without the proof of usage primarily and the lack of blacklisting his phone, Great Lakes said it couldn't deal with his claim.

Mr H said the policy doesn't give clear guidance on what documentation was required in the event of any loss. I have to disagree on this. The policy is very clear on what is required in order to progress with any loss claim. It's clearly set out and cogently communicated throughout the policy. It was Mr H's decision to choose to insert a sim from another country into this phone, and to fail to register that sim to his own details (if indeed that was possible) and to fail to use the sim which he bought with the phone in the UK.

Mr H said Great Lakes' decision to decline his claim has left him financially impacted, as he is unable to recover the cost of the lost mobile phone, which was an essential part of his personal and professional life. He also said, additionally, the inability to access this phone has caused inconvenience and disruption to his activities, as it was used for communication, navigation, and work purposes.

However, what Mr H told us, is that this phone wasn't an essential part of his personal and professional life. He bought it in October, never used it in the UK and first used it abroad in

December when it was then lost or stolen. He told us his old phone was used in the UK for both business and personal use and given the effort of transferring all the apps etc he needed and their verification he hadn't bothered to do that.

Mr H said he made every effort possible to obtain proof of usage from the providers of his sim abroad. However, when we asked him to show what efforts he made and any responses he received to explain things better, no further information was forthcoming.

Mr H said he had to pay for a blacklist report but when we asked him to provide this to us, it wasn't a blacklist report. So, it remains this phone hasn't been appropriately blacklisted properly. Mr H confirmed he never registered this phone to any cloud account either which might have helped with the appropriately blocking or blacklisting issues. That means Mr H couldn't show his phone's 'lost mode' could be activated either.

Taking all of this into account together with the requirements of the policy terms, I don't consider Great Lakes did anything wrong here in declining Mr H's claim. None of the claim requirements (beyond proof of purchase and the phone's identifying number) has been adhered to by Mr H.

### **My final decision**

So, for these reasons, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 7 November 2025.

Rona Doyle  
**Ombudsman**