

## **The complaint**

Miss C is unhappy that Great Lakes Insurance UK Limited (Great Lakes) declined her travel insurance claim.

## **What happened**

The background to this complaint is well-known to both parties. So, I've simply set out a summary of what I think are the key events.

Miss C had an annual travel insurance policy which started on 1 March 2024 and ended on 28 February 2025. Great Lakes was the underwriter of the policy.

In December 2024, while she was abroad on a trip, her iPad and other related items were stolen. She was staying in a hostel. Miss C left her luggage in the hostel luggage room. When she returned, the items were stolen from her bags which were secure and coded.

She submitted a claim, and it was declined. Great Lakes said there was no evidence of forcible entry to the room.

Unhappy, Miss C brought her complaint to this service. Our investigator didn't uphold the complaint. She didn't think the complaint had been unfairly declined as there was no cover for what happened in Miss C's circumstances.

Miss C disagreed and asked for the complaint to be referred to an ombudsman. So, it's been passed to me.

Miss C said in summary that she has concerns regarding the wording of the policy and how it has impacted her claim. She feels this hasn't been addressed.

## **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 insurance industry regulator, the Financial Conduct Authority ('FCA'), has set out rules and guidance for insurers in the 'Insurance: Conduct of Business Sourcebook' ('ICOBS'). ICOBS says that insurers should act honestly, fairly and professionally in accordance with the best interests of their customers, and that they should handle claims promptly and fairly. I've taken these into account when looking at Miss C's complaint.

At the outset, I want to confirm that the role of the Financial Ombudsman Service is to look at the individual merits of a complaint. The regulator of financial businesses is the Financial Conduct Authority (FCA) and whilst I appreciate Miss C wants this service to look at the policy wording, this isn't something we can get involved in as that's a commercial decision made by the business.

I've started by looking at the terms and conditions of Miss C's policy as this forms the basis of Miss C's insurance contract with Great Lakes. Page 40 of the policy terms and conditions states:

*'What We will not cover applying to all sub-sections*

*6. Where the Gadget has been stolen from any motor vehicle or building, unless all protections are in operation (including those to prevent unauthorised keyless entry to vehicles) and the Gadget(s) is hidden out of sight so that forced and violent entry causing damage is required. Evidence of the thief's damage must be provided with Your claim.'*

Great Lakes declined the claim because it says Miss C didn't provide evidence of forced and violent entry to the room. I note on 8 January 2025, Miss C said to Great Lakes there was no physical damage occurred to the luggage room door.

The crux of the issue is that there's no evidence of forced or violent entry. The dispute isn't that theft occurred or that a police report wasn't made. The terms and conditions require that for a claim to be valid, there must also be evidence to show forced and violent entry. Miss C has not provided this evidence. I'm satisfied the above terms are clear, so I don't think Great Lakes declined the claim unfairly. No insurance policy unfortunately covers everything.

Miss C has asked why the police report with the video footage wasn't deemed sufficient to support the claim. I appreciate Miss C's comments. But having a police report is one of the requirements as evidence of a valid claim but that's not the only requirement.

Overall, taking everything into account, I'm not persuaded that Great Lakes declined Miss C's claim unfairly or outside the terms and conditions of her policy. I'm sorry to disappoint Miss C but I can't reasonably ask Great Lakes to pay the claim in the circumstances of this complaint. It follows that I don't require Great Lakes to do anything further.

### **My final decision**

For the reasons given above, I don't uphold Miss C's complaint about Great Lakes Insurance UK Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 21 July 2025.

Nimisha Radia  
**Ombudsman**