

## **The complaint**

Mr A has complained that Great Lakes Insurance UK Limited unfairly refused to cover his phone accessories with his claim under his mobile phone insurance policy. He also complained of delayed responses from Great Lakes and a lack of communication.

## **What happened**

Mr A made a claim for the loss of his phone and accessories on 13 December 2024. The accessories were a glass screen protector and a phone case.

Great Lakes said the accessories weren't bought with the phone, so they weren't covered by the policy, given that is specifically excluded in the policy terms.

Mr A didn't agree and brought his complaint to us. The investigator was of the view that Great Lakes hadn't done anything wrong. Mr A didn't agree 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 along the same lines as the investigator. I appreciate Mr A will be disappointed, so I'll now explain why.

Great Lakes' policy says the following:

### ***'Definitions***

#### ***Accessories***

*Means items such as, but not limited to, chargers, protective cases, carrying cases and hands-free mounting kits, but excluding the SIM card or any item defined as a gadget or not purchased at the same time you purchased your gadget.*

...

#### ***Proof of Purchase***

*Means the original printed receipt or similar electronic record that can be sent to the Administrator or displayed in its original format, not handwritten, provided at the point of sale that gives details of the gadget(s) purchased (**including any accessories**) [my emphasis] and helps support the proof that you are the legal owner of the gadget(s) and enables the gadget(s) to be reasonably identified.*

...

## **General exclusions**

*18. any accidental damage, theft or loss to any accessories that were **not** [my emphasis] bought with and attached to your gadget at the time of the incident occurring and subject to the limit of liability in respect of any claim for accessories.'*

I appreciate Mr A's evidence is that he bought his phone and his accessories the same day. However, the accessories weren't bought with the phone, they were bought from a different provider. This policy wording to include how the proof of purchase definition is worded simply doesn't cover accessories bought in the way that Mr A decided to buy his accessories. The policy is clear in my view that it will only cover accessories bought with the phone.

Insurers are entitled by the regulations to decide what risks they wish to cover and which they don't. And provided it's written in the policy document, ensuring it then applies to every policyholder, there is nothing wrong with Great Lakes' exclusion here to refuse to cover accessories which weren't bought with the phone. I consider this exclusion is clear here and I don't consider it needs to be further clarified. There would never be any obligation for Great Lakes to reimburse the cost of the accessories if they weren't bought together with the phone. I also have no authority to tell Great Lakes what it should cover in its own policy under any regulations, as that is a commercial decision, only it can make.

Mr A also complained that Great Lakes didn't always respond to him within two working days which he believes it was contracted to do. However, this service level agreement is not written in the policy which would then mean it was something Great Lakes had to adhere to. Indeed, it would be very rare any insurer would tie themselves to such a contractual duty in the way Mr A believes Great Lakes did.

This service level agreement was written in Great Lakes response to Mr A about his claim and that response detailed what supporting evidence it required from Mr A to prove his claim. It is dated 19 December 2024. At the end of the email, it said: '*Upon receipt of the document, we will **aim** [my emphasis] to approve your claim within 2 working days.*' I consider this to be a standard type of service level agreement simply describing the intended service it aimed to provide. It is not a contractual term and is in any event qualified by the use of the word 'aim' meaning it's not an absolute.

I can also see that Great Lakes apologised in its final response letter, that its response to Mr A was slightly delayed at this time given the increased volume of contacts at that time. I consider it's perfectly acceptable that Great Lakes apologised here and I don't consider anything more was necessary. There is no other evidence of any other delays as Mr A's claim was decided on the same day he uploaded all of the evidence that was required to consider his claim.

So, to conclude, I consider the policy wording is clear on which accessories are covered which is only those bought with the phone. And I don't consider Great Lakes delayed in dealing with Mr A's claim given it approved it (excepting for the accessories element) on the same day that it had received all the required evidence for Mr A's claim.

## **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 A to accept or reject my decision before 26 August 2025.

Rona Doyle  
**Ombudsman**