

The complaint

Mr A complains that Great Lakes Insurance UK Limited declined his travel insurance claim. My references to Great Lakes include its agents.

What happened

Mr A had a travel insurance policy which was underwritten by Great Lakes. During his trip abroad his camera was stolen from his backpack which was in the overhead compartment of the bus he was travelling on. He claimed on the policy.

Great Lakes declined the claim. It said the camera wasn't under Mr A's immediate control at the time of the theft so the claim wasn't covered by the policy terms.

Mr A complained to us. He said Great Lakes' decision was unfair because the overhead compartment was the only practical place for storage and he'd taken reasonable steps to keep his belongings safe. Great Lakes hadn't taken into account his travel conditions nor that he had no safer alternative to store his camera.

Our Investigator said Great Lakes had fairly declined the claim.

Mr A disagrees and wants an Ombudsman's decision. He emphasised that the only place to store his backpack was the overhead compartment, which he said he chose to 'maintain visibility and proximity'.

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 regulator's rules say that insurers must handle claims promptly and fairly and they mustn't turn down claims unreasonably. I'm sorry to disappoint Mr A as I think Great Lakes reasonably declined the claim. I'll explain why.

The policy covers theft of a gadget and the policy definition of gadget includes a camera. But the policy terms specifically exclude:

*"Theft of the Gadget(s) where it is stored anywhere out of Your immediate control.
This includes as checked-in baggage in bus, coach or train luggage compartments".*

Great Lakes relied on the above policy exclusion to decline the claim.

Mr A told Great Lakes that he'd placed his backpack in the overhead compartment above his seat and covered the bag with his jacket. He's clarified that his backpack with the camera wasn't in checked-in baggage on the bus. He also told Great Lakes that the 'semi-bed seating arrangement' meant there was no personal storage space at seat level which left him with no choice but to store his backpack in the overhead area while he was resting. He says his backpack was within his arm's length reach and he was able to see where his

belongings were. He therefore thinks Great Lakes is unfair to say his camera was outside his immediate control.

But Mr A also told Great Lakes and us that when he went to get his backpack at the end of the journey he found it three seats away from where he put it. He said to Great Lakes he didn't see the person who moved the backpack and he presumes the person who stole his camera was sitting in the back seats and moved the bag, opened it and stole his camera.

I think Great Lakes reasonably considered that Mr A's camera wasn't in his "*immediate control*" at the time of the theft. I say that because someone was able to move his backpack at least three seats further down the bus, open the backpack and find and steal the camera all without Mr A being aware that his backpack had been moved and tampered with until the end of the bus journey. I think it unlikely that his backpack had been visible to him otherwise he'd have known the bag had been moved before he looked for it at the end of the journey. And although Mr A says his backpack had been within his arm's length he thought the bag was moved away from him (without him knowing) and then his camera stolen so the camera wasn't in his immediate control at the time of the theft.

Mr A may have had no option but to store his backpack in the overhead compartment, but that doesn't mean Great Lakes has to pay the claim. It's for an insurer to decide what risks it wants to insure and Great Lakes has clearly set out in the policy that it doesn't want to insure theft of a gadget where the item is "*stored anywhere out of Your immediate control*".

As I'm satisfied Great Lakes fairly considered that the camera wasn't in Mr A's immediate control at the time of theft it can reasonably rely on the above exclusion to decline the claim.

My final decision

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 12 December 2025.

Nicola Sisk
Ombudsman