

The complaint

Mr B is unhappy that Great Lakes Insurance UK Limited declined a claim made on his 'UK only' travel insurance policy ('the policy') for lost / stolen items.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. I'll focus on giving the reasons for my decision.

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.

Great Lakes has a regulatory obligation to handle insurance claims fairly and promptly. And it mustn't unreasonably decline a claim.

The relevant policy terms

Subject to the other terms and conditions, the policy does provide cover for personal baggage, if it's stolen, destroyed or lost (and not recovered) during the course of a trip.

Personal baggage is defined as:

Baggage, clothing, personal effects (excluding golf equipment, winter sports equipment, ski pass and valuables) and other articulates which belong to you...which are worn, used or carried by you during a trip...

However, the following aren't covered:

Any loss, theft of, or any damage to, personal baggage left in an unattended motor vehicle if:

- They have not been locked out of sight in a secure baggage area.
- No forcible and violent means have been used by an unauthorised person to gain entry into the vehicle and no evidence of such entry is available.

Unattended is defined as:

When you cannot see and/or are not close enough to your property, or vehicle, to prevent unauthorised interference with, or theft of, your property or vehicle.

Has Great Lakes acted fairly and reasonably?

I can see that Mr B feels very strongly that Great Lakes hasn't acted fairly and reasonably here. However, I'm satisfied that it's fairly relied on the policy terms decline the claim. I'll explain why.

- Mr B says that he travelled to a city in England and parked his vehicle in the street parking area near his pre-booked accommodation, unloaded his essential items from the car and ensured his car was locked and secure before going to the accommodation. He also says that his car was subsequently stolen with several personal belongings still locked inside, and he reported this to the police.
- As part of Great Lakes' investigations, it identified that Mr B's car had been removed for being parked in a resident parking bay without a permit and was impounded. I'm satisfied that the overall evidence supports this.
- Given what Mr B told Great Lakes about leaving some items in his car and then going to his pre-booked accommodation, I'm satisfied that Great Lakes has fairly concluded that the items were left 'unattended' in his car. And further, there's no evidence that forcible and violent means had been used by an unauthorised person to gain entry into the car. So, I think it's fairly concluded that there's no cover under the policy for his personal belongings in the circumstances of this case.
- Further, even if some of the items left in the car also constitute 'valuables' or 'gadgets' (Mr B had taken out optional gadget cover) as defined by the policy, the policy doesn't provide cover if such items are left in an unattended car. So, I think it leads to the same outcome in the circumstances of this complaint; that any claim for those items isn't covered under the policy terms.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 11 February 2026.

David Curtis-Johnson
Ombudsman