

## **complaint**

Mr S is unhappy about a claim he made under a 'tools in transit' insurance policy with Great Lakes Insurance SE, because it didn't cover all the items stolen when his van was broken into.

## **background**

In the spring of 2019 Mr S' van was broken into whilst outside his home and tools he used for his trade were stolen. He made a claim on his insurance policy.

Great Lakes asked for further information about both the loss and the circumstances of the loss as follows:

- List of tools claimed using the attached document
- Proof of ownership of all tools claimed for
- Pictures of where the vehicle was parked at the time of incident
- Pictures of the damage on the vehicle
- Overall picture of the vehicle, including the registration plate
- Copy of the Police report (picture of the card)
- Copy of the V5C (logbook) for the vehicle; the front and inside pages

Mr S explained that he was only able to provide proof of purchase for tools he had recently purchased, not those he had accumulated over the years.

Great Lakes responded and suggested alternative forms of evidence it would accept as proof of ownership – manuals, user guides, service receipts or photos. It also asked for details of any tools that were in the van, but had not been stolen. It repeated its request for photos of the vehicle and its location at the time of loss.

Mr S provided three invoices and Great Lakes again wrote to him explaining why it wanted the information it did. It asked him to fill out the spreadsheet with details of the tools and, as best he could, give an approximate cost and date of purchase. He was also asked to provide any further proof of ownership he had. It again repeated its request for photos of the vehicle showing the registration plate and where it had been parked at the time of the theft.

Mr S gave Great Lakes a completed spreadsheet and it considered the claim. As he had only provided evidence of ownership for two of the items claimed for it declined the claim. It did so on the basis is the following policy condition:

*'3. You must provide us with any receipts, documents or proof of purchase, that is reasonable for us to request or we may refuse to consider your claim.'*

Mr S was unhappy with the decision. Great Lakes repeated its reason for declining the claim – proof of ownership hadn't been provided for the majority of items claimed for. However, it decided to pay out on the two items invoices had been provided for, less the excess and an amount for depreciation.

Still unhappy with the outcome to his claim, Mr S asked this service to consider his complaint. After doing so, Mr S found some further invoices for tools/equipment he'd bought and sent them to us. We forwarded them to Great Lakes for consideration. It said that one

was for parts rather than tools and other items weren't on the list of tools claimed for. It didn't change its stance on the claim.

One of our investigators considered the complaint, but didn't recommend it be upheld. Mr S didn't accept the investigator's view as he considered he had provided the insurer with '*profound, and legitimate, evidence of purchases from my van log book.*' As agreement couldn't be reached, the complaint has been passed to me to consider.

### **my findings**

I have considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr S' policy, like most of its nature, requires him to provide evidence of the existence and value of the items stolen. However, we do expect an insurer to behave reasonably if the majority of the stolen items are evidenced and for it to accept evidence other than in the form of receipts. Examples of typical alternative forms of evidence are photographs, boxes or manuals. Great Lakes seems to have taken this approach.

Mr S was only able to provide receipts for two of the items on the claim list. He also provided a note book which included details of spending. These notes appear to be predominantly details of spending on his vehicle - fuel costs, MOT, repairs/parts such as windscreen wipers. However, there were some other purchases recorded, but there was little information about the items and not many were detailed. I am not persuaded Great Lakes was unreasonable in not settling further items based on this document.

Given that few of the items were evidenced in relation to their existence and value, overall, I don't think Great Lakes was wrong in only partially settling Mr S's claim.

### **my final decision**

My final decision is that I don't uphold this complaint. Under the rules of the Financial Ombudsman Service, I am required to ask Mr S to accept or reject my decision before 13 September 2020.

Derry Baxter  
**ombudsman**