

## **complaint**

Mr M is unhappy that Great Lakes Insurance SE (GL) isn't paying out on a claim he made under his tool insurance policy.

## **background**

Mr M was working away from home and had left his tools in his van overnight. Unfortunately he found the next morning that his van had been broken into and his tools had been stolen. Mr M made a claim but GL declined it. GL said there was no evidence of forcible and violent entry to the van. It pointed out that this is a condition under the policy and said it was entitled to decline the claim. Unhappy with this outcome Mr M brought his complaint to this service.

In my provisional decision I referred to the policy condition which states:

*"Vehicle Security Requirements*

*Unattended Vehicle:*

*No claim will be admitted for theft from any vehicle not individually attended unless:*

- entry or access to the vehicle has been effected by forcible and violent means."*

So I said as far as GL was concerned there wasn't any evidence of force or violence to the van and so it declined the claim. It said the photos provided weren't clear and it asked Mr M for more evidence. It also asked for evidence to confirm that it was Mr M's van by way of showing the registration plate as well as the damage or some sort of vehicle signage - but this wasn't forthcoming. Mr M said there was no cost involved for repair or the need to arrange any repair. He further highlighted that he'd asked the police about theft by keyless entry although he didn't get anything to add to his case from that enquiry.

Mr M confirmed the reason there was no repair was because he'd been able to twist the lock back into position. I said if this point could be proven then it would be likely that Mr M would have a valid claim. It would show that force and violence had been used. I said there was nothing in the photos to show evidence of this and so I accepted what GL said. I think that it acted reasonably when it declined to deal with the claim in line with its policy terms and conditions.

## **my findings**

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

As neither party responded to my provisional decision I see no reason to change any of the details.

I think GL acted reasonably and in line with its policy terms and conditions when it declined the claim.

## **my final decision**

I don't uphold Mr M's complaint.

I make no award against Great Lakes Insurance SE.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 18 November 2018.

John Quinlan  
**ombudsman**