

The complaint

Mr and Mrs B are unhappy that Great Lakes Insurance SE declined a claim they made on their travel insurance policy for damaged baggage.

What happened

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

The relevant rules and industry guidelines say that Great Lakes has a responsibility to handle claims promptly and fairly. And they shouldn't reject a claim unreasonably.

There is cover for personal baggage which is damaged during the course of a trip. However, the policy terms say:

Damage to personal baggage in transit must be reported to the carrier before you leave the baggage hall and a Property Irregularity Report (PIR) must be obtained...

I agree with the conclusions reached by the investigator for these reasons:

- Mr and Mrs B didn't report the damage before they left the baggage hall or obtain a PIR. So, I think Great Lakes reasonably declined the claim based on the policy terms and conditions.
- I've thought about what Mr and Mrs B have said about not reading the full details of the policy and that it's not something most people would do, given the length of the document. It is Mr and Mrs B's responsibility to familiarise themselves with the terms of their policy.
- In any event, lots of travel insurance policies include a term like this or have similar requirements to report loss or damage. So, I don't think this was a particularly unusual or onerous term.
- Mr and Mrs B have explained the details of their journey and that they don't know when the damage occurred. However, I still think it would have been reasonable for them to report the damage when they noticed it, particularly as they first noticed the damage when collecting their cases from the carousel.
- I've considered what Mr and Mrs B have said about the policy covering accidental damage. Even I accepted their interpretation of the policy terms I don't think that leads to a fair and reasonable outcome in the circumstances of this case. If Mr and Mrs B had damaged the case themselves, I think it's most likely they'd have

noticed at the time. And, so it seems most likely to the damage occurred during transit. If the damage had been reported as required by the policy terms, there would have been an opportunity to investigate this with the relevant parties. So, I haven't found this a persuasive argument in the circumstances of this particular case.

- Mr and Mrs B have highlighted other terms they feel are impossible or impractical to comply with. However, my role is to consider the circumstances of this case. So, this point hasn't changed my thoughts about the overall outcome of this complaint.
- If Mr and Mrs B have wider concerns about how the travel insurance industry operates then they may wish to refer those broader concerns to the regulator, The Financial Conduct Authority.

My final decision

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Mr B to accept or reject my decision before 28 November 2023.

Anna Wilshaw
Ombudsman