

The complaint

Miss D and Mr K are unhappy that Great Lakes Insurance SE (Great Lakes) has declined their claim for a lost/stolen laptop on their travel insurance policy.

What happened

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

Having done so, I agree with the conclusions reached by the investigator for these reasons:

- Mr K says the laptop was stored in the luggage hold inside his suitcase as it was too large to carry on himself. He says the suitcase was locked and he took all precautions to ensure it was safe and secure.
- Great Lakes has declined the claim for the laptop because the terms and conditions of Miss D and Mr K's travel policy say there is no cover for: *'Any claim where You knowingly leave Your Gadget somewhere Unattended and it is at risk of being lost, stolen or damaged. For example – where Your Gadget is left at the side of a sports pitch whilst You are participating in the sport.'*
- Having considered what happened, I think Great Lakes has declined the claim in line with the policy terms and conditions. Mr K left his laptop in the luggage hold area of the coach. Therefore, the laptop was not in his sight. was left unattended and potentially accessible to other third parties.
- Mr K made the decision not to keep the laptop on his person, and I consider this to be left unattended. This is because the definition of *'Unattended'* in his policy is: *'..the Gadget(s) are neither on Your person or within Your sight and/or reach.'*
- I acknowledge Mr K has referred to a similar complaint looked at by our service and this was upheld. I'm unable to comment on this as we look at the individual merits of each complaint. A complaint can turn on any one of the facts and it's not for me to comment on that complaint.
- Overall, I know Mr K will be disappointed. However, I'm not persuaded that Great Lakes has declined Mr K's claim unfairly or unreasonably. It follows that I don't require Great Lakes to do anything further.

My final decision

For the reasons given above, I don't uphold Miss D and Mr K's complaint about Great Lakes

Insurance SE.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D and Mr K to accept or reject my decision before 13 September 2023.

Nimisha Radia
Ombudsman