

## **The complaint**

Miss J and Mr S are unhappy Great Lakes Insurance SE turned down a claim they made on their wedding insurance policy.

## **What happened**

Miss J and Mr S took out wedding insurance with Great Lakes to cover a wedding originally scheduled for August 2020. The date had to be moved a number of times because of the Covid-19 pandemic but was rearranged for September 2022.

In February 2022 the Planning Inspectorate upheld an enforcement notice requiring the removal of the marquee where the wedding was due to take place. It gave a six month period for compliance. The venue sought to extend that in discussion with the local council which issued the notice but was unsuccessful. It told Miss J and Mr S in March it couldn't hold their wedding and wasn't in a position to refund the money they'd paid.

Miss J and Mr S made a claim on their policy. Great Lakes turned this down. It said in order for there to be a valid cancellation claim one of the reasons for cancellation set out in the policy needed to apply. And while the policy did cover closure by the relevant authority, their venue wasn't closed; it had just been notified marquees couldn't be used.

Our investigator upheld the complaint. He was satisfied the venue for the wedding was the marquee. And the relevant authority had ordered its removal. The venue hadn't offered an alternative and while it appeared they did have a separate house this was fire damaged and so wasn't available in any case. He thought Great Lakes should reconsider the claim under the cancellation section of the policy. And he said it should pay Miss J and Mr S £300 in recognition of the distress and inconvenience caused by the incorrect decline of their claim.

Miss J and Mr S agreed with what he said. Great Lakes didn't respond. So I need to reach a final 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 Great Lakes has a responsibility to handle claims promptly and fairly. It shouldn't reject a claim unreasonably.

I've looked first at the terms and conditions of Miss J and Mr S's policy. This does cover irrecoverable losses where a wedding has been cancelled for one of the reasons set out in the policy. The relevant one in this case is:

*“the booked venue for the wedding or wedding reception being unable to hold your wedding due to an outbreak of infectious or contagious disease, damage to the venue, murder or suicide at the premises or closure of the venue by the relevant authority”*

Great Lakes has suggested the venue in this case wasn't closed. But I don't agree. I appreciate the site where the wedding was due to take place has a number of different wedding locations; I understand there were in fact three separate marquee type areas and a house.

But I think it's reasonable to say the venue for Miss J and Mr S's wedding is the one specified in their hire agreement. That agreement is for the use of the '*Lakeside Marquee*'. A map which forms part of the agreement delineates the area they are able to use which is limited to the marquee and the immediate surrounding area. That's also the venue referenced in their policy schedule.

The Planning Inspectorate subsequently upheld an enforcement notice issued by the local council requiring the removal of that and the other marquees at the site. I think it's reasonable to say requiring the removal of a venue equates to closing it (at the expiry of the period for compliance). But to meet the policy terms that also needs to be done by the "*relevant authority*". That isn't defined in the policy but I think a local council – which has statutory powers to take action - would reasonably constitute a relevant authority. And it was the enforcement notice it issued which led to the removal of the marquees.

In addition, even if Great Lakes are right to suggest the venue for the wedding was the broader site (which I don't think it is) it's clear there was a serious fire at the house in February 2022. Local press coverage shows extensive damage to it and led to the immediate cancellation of weddings that were supposed to take place there. The repair work is ongoing at present. So it wouldn't have been able to hold Miss J and Mr S's wedding because of damage to the venue which is one of the cancellation reasons listed in the policy.

For the reasons I've explained my view is that Great Lakes didn't correctly turn down this claim so I'm upholding the complaint.

### **Putting things right**

I'm satisfied an insured event has taken place here. So Great Lakes will need to reconsider the claim against the remaining terms and conditions of the policy and pay any amounts due to Miss J and Mr S.

I also agree the rejection of their claim following on from the cancellation of their wedding will have exacerbated a difficult situation for them. And I think the £300 our investigator recommended is the right amount to recognise that. So Great Lakes will also need to pay that sum to them.

### **My final decision**

I've decided to uphold this complaint. Great Lakes Insurance SE will need to put things right by doing what I've said in this decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss J and Mr S to accept or reject my decision before 1 March 2023.

James Park  
**Ombudsman**