

## **The complaint**

Mr and Mrs B have complained that Great Lakes Insurance SE ('Great Lakes') unfairly declined their claim.

## **What happened**

Mr and Mrs B bought a travel insurance policy, underwritten by Great Lakes.

They went abroad and on their return to the UK, they were delayed due to a strike in the airport. They made alternative arrangements to return home and made a claim.

Great Lakes reviewed the claim and declined it. It said there was no cover for their circumstances under the policy.

Mr and Mrs B complained and unhappy with Great Lakes' response, referred their complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint but didn't think there was any cover for Mr and Mrs B's circumstances. They disagreed and asked for their case to be referred to an Ombudsman. So the case was passed to me.

## **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 think this complaint should be upheld. I'll explain why.

I set out my provisional view to both sides on 17 August 2023 in which I said:

*"I've reviewed the policy terms and I agree there is no cover for missed departure for the same reasons as already explained by the investigator. But I do think there is cover under section 11, travel delay. The wording says ***"This section of the Policy sets out the cover...in the event of Your unavoidable delay in departure of at least 12 hours...from.... Your last departure point...as a result of...Strike or Industrial Action."****

*Under what is not covered the policy says: ***"Any claim unless you have written confirmation from the carrier or their handling agents detailing the reason for the delay, the scheduled departure time and the actual departure time."****

- Mr and Mrs B provided confirmation that the delays were due to strikes and provided the scheduled and actual departure time.
- They were delayed for at least 12 hours due to a strike.

- The policy doesn't specify that the flight must have been delayed. It says Mr and Mrs B must have been delayed and they have shown that they were.
- So even if Great Lakes intended for this term to only apply if there was a delay in the departure of the flight (or other method of transport), that is not made clear in the policy term.
- If there is doubt about the meaning of a policy term, the interpretation most favourable to the consumer should be adopted, in accordance with the common law principle of contra proferentem.
- So, I intend on upholding this complaint and directing Great Lakes to treat the claim as covered under section 11 and pay it, in line with the remaining terms and conditions. It should also add 8% simple interest per annum on the benefit due, calculated one month from the date the claim was made up to the date of payment."

Mr and Mrs B accepted my provisional view but Great Lakes didn't respond. As I haven't received any further submissions from Great Lakes by the deadline specified, I see no reason to depart from my provisional view, which I adopt as my final decision.

### **My final decision**

For the reasons set out above, I uphold this complaint and direct Great Lakes Insurance SE to treat the claim as covered under section 11 and pay it, in line with the remaining terms and conditions of the policy. It should also add 8% simple interest per annum on the payment due, calculated one month from the date the claim was made, up to the date of payment.

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 22 September 2023.

Shamaila Hussain  
**Ombudsman**