

The complaint

Mr M and Miss W have complained that Great Lakes Insurance SE unreasonably refused to pay their claim under their travel policy for the costs associated with having their connecting flight cancelled.

What happened

Mr M and Miss W were travelling abroad for their wedding. They were scheduled to have a connecting flight to their wedding venue which was cancelled by the airline. So, they had to spend the night in the airport and bought a different flight from a different airline the next day to get them to their wedding destination. It was only when they arrived at their final destination, the original airline offered another flight which would have been too late in any event.

So, they made a claim for these extra costs to Great Lakes who said the only cover they were entitled to was for delay and this amounted to £50 each, which it paid them. Mr M and Miss W didn't agree so they brought their complaint to us. The investigator didn't think Great Lakes had done anything wrong. Mr M and Miss W remained dissatisfied, so their complaint was passed to me to decide.

I issued a provisional decision on 20 September, and I said the following:

'Mr M and Miss W's first flight arrived in plenty of time for their connecting flight. They said this connecting flight got delayed several times before it was simply then properly cancelled. The airline confirmed in writing that the flight was cancelled and not delayed as Great Lakes said.

In the policy it details the cover for a missed connecting flight as follows:

'B. Missed connection

Disruption of Your scheduled travel itinerary due to the failure or delay of any pre-booked Public Transport to the Trip destination point.

*This section does not apply to **Trips** taken solely within the **United Kingdom** or Republic of Ireland if this is **Your** normal country of residence, (except for **Trips** to the Channel Islands).*

- 1. Reasonable additional accommodation and travel expenses of an equivalent standard (up to the sum assured) to the original booking, necessarily incurred to reach the booking destination.'*

Great Lakes said in its final response letter that it believed the flight was delayed. It offered no evidence as to why it thought this. More importantly the airline wrote to Mr M and Miss W and specifically confirmed the flight had indeed been cancelled. Given this I don't consider it was reasonable for Great Lakes to maintain it was simply delayed. It said this was the reason it assessed Mr M and Miss W's claim as a delay

claim only. And that basis I don't consider this is correct as their connecting flight was clearly cancelled. Therefore, it ought to have assessed on the basis of a cancellation of the connecting flight not a delayed flight. Obviously since Mr and Miss W were travelling for their wedding, time issues were important to them.

Neither the policy nor the IPID mention that there is any exclusion for claims concerning the fact that a connecting flight was cancelled. If that was what Great Lakes intended, then I would expect it to detail this very specifically and that isn't the case here. Most people would reasonably expect a clause detailing 'missed connections' would cover the type of situation Mr M and Miss W found themselves in. More especially considering this term seeks to pay claims for 'additional accommodation costs and travel expenses of an equivalent standard to the original booking'.

Further and more crucially I consider that neither the policy nor IPID suggest that there's any limitation on any cover for connecting flights either. I would consider that if it's the case then it would be considered a significant exclusion or limitation which would require to be clearly highlighted in the policy under this section and the IPID, and that isn't the case here.

The clause itself talks about the missed connection being due to 'public transport' which isn't defined. More usually people are flights for 'missed connections' when it's the situation where there is no direct flight to their end destination and therefore no 'public transport' would be involved in such connections. However, given it's undefined, and not something that is usually involved in 'missed connections' I consider this is confusing and causes ambiguity, which of course must be construed in the consumer's favour.

Taking all of the above into consideration, I consider it's fair and reasonable that Great Lakes now pays this claim under the ambit of the missed connections term to include reasonable accommodation and transport costs. Interest of 8% simple per year should be added. Less of course the total of £100 already paid plus any excess applicable.

The failure to process Mr M and Miss W's claim properly and under the delay only provision caused Mr M and Miss W some distress and upset. On that basis I consider Great Lakes should pay them £100 compensation in total for this. This is in line with other awards I have made in similar circumstances.'

Mr M and Miss W agreed with my provisional decision. Great Lakes didn't respond.

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 again, and due to the fact Mr M and Miss W agreed with my provisional decision and Great Lakes didn't respond, I see no reason to depart from the outcome as detailed in the provisional decision above.

My final decision

So, for these reasons, it's my final decision that I'm upholding this complaint.

I now require Great Lakes Insurance SE to do the following:

- Pay Mr M and Miss W's claim as per the provisions detailed in the 'missed connection term, less the £100 already paid plus any excess.
- Interest of 8% simple per year should be added from the date Mr M and Miss W made their claim to the date it was paid. If income tax is to be deducted from the interest, appropriate documentation should be provided to Mr M and Miss W for HMRC purposes.
- Pay Mr M and Miss W the sum of £100 compensation for the distress and upset caused.

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

Rona Doyle
Ombudsman