

The complaint

Mr A has complained that Great Lakes Insurance SE ('Great Lakes') unfairly declined his claim.

What happened

Mr A bought a train ticket cancellation insurance policy, underwritten by Great Lakes.

Mr A's train to the airport was cancelled and so he missed his flight.

Mr A made a claim for the cost of the train ticket, the missed flight and the return train ticket. Great Lakes declined the claim as it said Mr A's circumstances weren't covered under the terms of the policy.

Mr A complained. Great Lakes maintained its decline but offered £25 compensation for the delay in responding to his complaint. Mr A remained unhappy with the amount of time Great Lakes took to deal with his complaint and referred his complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint but didn't think Great Lakes had done anything wrong as it had applied the terms of the policy correctly.

Mr A disagreed and asked for an Ombudsman's decision. And so the case has been passed to me to decide.

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 don't think this complaint should be upheld. I'll explain why.

- The policy schedule confirms the period of cover from 22 March 2023 to 22 March 2023. And includes train ticket cancellation, stranded traveller and personal effects and personal money. The policy was therefore only valid for 22 March 2023 and not the return journey.
- The policy confirms it insures against being unable to travel due to specified perils. This is usual in these types of policies which are not designed to be all risk policies and will only cover the specified set of circumstances listed in the policy terms.
- The terms also confirm Mr A should contact the train company before making a claim to see if he is eligible for a refund.
- Under section 1, train ticket cancellation, the policy provides a list confirming in which circumstances a refund will be provided such as illness or being called for jury service. Under what is not covered, the policy says: "If the Insured Journey is

cancelled, abandoned, delayed or re-routed by a train operating company.”

- So Great Lakes correctly told Mr A that his train cancellation wasn't covered as the exclusion applied - it was cancelled by the train operating company and additionally, he had received a refund from the train company.
- Section 2 provides cover for an onward journey to the final destination as shown on the travel document. Mr A's booking confirmation shows his trip was to a UK airport. There is no cover for loss of earnings or for flights in any section of the policy. So Great Lakes correctly confirmed there was no cover for his flight, loss of earnings or his return journey.

Delays

- Great Lakes paid Mr A £25 compensation for delays and for not investigating his complaint promptly. He says it took 20 days for Great Lakes to send him a claim form and months to respond to his complaint.
- I think £25 compensation for having to wait for the claim form is reasonable considering this wasn't a long-lasting matter.
- Complaints handling isn't a regulated activity so I can't comment on the length of time it took for Great Lakes to respond to Mr A's complaint.
- Overall, I am satisfied that Great Lakes correctly declined the claim and has provided appropriate compensation for the delay in providing the claim form. So I won't be asking it to do anything further.
- Great Lakes didn't sell the policy or provide advice to Mr A when he bought it so I can't say it was mis-sold. I'm satisfied the policy documents including the Insurance Product Information Document and schedule are clear about what is and isn't covered.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 25 April 2024.

Shamaila Hussain
Ombudsman