

The complaint

Mr and Mrs S complain that Great Lakes Insurance SE turned down their travel insurance claim.

What happened

Mr and Mrs S held a single trip travel insurance policy with Great Lakes. They made a claim after their return flight to the UK was initially delayed, and then cancelled by the airline.

Great Lakes turned down the claim. It said the policy only covers travel delay in certain circumstances, and didn't include cancellation of a flight by the airline. Unhappy with this, Mr and Mrs S brought a complaint to this service.

Our investigator didn't recommend the complaint be upheld. She thought Great Lakes had turned down the claim in line with the policy terms.

Mr and Mrs S didn't accept our investigator's findings, and so the matter has been passed to me for a 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 policy provides cover for travel delay and abandonment. Benefit is only payable if the delay is a result of:

- '1. Adverse weather conditions...*
- 2. Strike or Industrial Action.*
- 3. Mechanical breakdown of the Public Transport on which You are booked to travel.'*

I've read the text message and email sent from the airline informing Mr and Mrs S of the cancellation of the flight. The airline didn't give a reason for the cancellation, and only said the disruption was outside of their control and was considered to be an extraordinary circumstance. Mr and Mrs S have confirmed that the airline hasn't provided any further information to explain why the flight was cancelled.

That being the case, Mr and Mrs S haven't shown that the travel delay was due to one of the above events. Although I'm aware there were some strikes taking place at the UK airport that they were due to fly into, there's no evidence to support that this was the reason their flight was delayed and then cancelled. So I find it was reasonable for Great Lakes to turn down the travel delay claim.

Mr and Mrs S have referred to two other sections of the policy that they think their claim may fall under, specifically 'cancellation', and 'curtailment and loss of holiday'.

Cancellation cover pays benefit if a trip is cancelled, and curtailment and loss of holiday cover pays benefit if a trip is cut short or the insured is confined to hospital or their hotel room due to illness. However, both sections of cover will only pay benefit if the cancellation or curtailment is due to certain events listed in the policy. Cancellation of a flight by an airline isn't one of those events. Both sections of cover also have the following exclusion:

'What is not covered

...

Any claim as a result of the failure in provision of any service connected with Your trip including error, omission, financial failure, or default of, or by the provider of any service, travel agent, tour operator or organiser through whom the trip was booked.'

I appreciate that what happened was outside of Mr and Mrs S's control and caused them a great deal of inconvenience. However, as there's no cover under the policy for cancellation of a flight by an airline, I don't require Great Lakes to pay their claim.

I understand Great Lakes told Mr and Mrs S that they could make a claim and to submit the relevant information. I don't think there was anything wrong with that. Great Lakes then assessed the claim and made a claims decision in line with the policy terms.

Finally, I see that Great Lakes told Mr and Mrs S their payment had been passed for authorisation, and once confirmed, they would receive a further email confirming the settlement. Whilst I think Great Lakes could have been clearer here, I agree with our investigator that it's apparent from the email that further checks were needed. Great Lakes didn't tell Mr and Mrs S that their claim had been accepted.

I recognise Mr and Mrs S will be disappointed with my decision, but I don't uphold this complaint.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs S to accept or reject my decision before 28 August 2024.

Chantelle Hurn-Ryan
Ombudsman