

The complaint

Mr S complains that Great Lakes Insurance SE declined his claim against his travel insurance policy. Reference to Great Lakes includes its agents.

What happened

In summary, Mr S has an annual travel insurance policy underwritten by Great Lakes. He was on a trip which included a cruise. On the last day of the cruise - 28 July 2023 - Mr S was to take a charter flight from a country I'll refer to as G to a city in another country which I'll refer to as R. Mr S' return flight from R to the UK was on 30 July 2023.

The charter flight from G was cancelled because of bad weather and Mr S remained on the ship for the night of 28 July 2023. The replacement charter flight from G on 29 July 2023 was also cancelled because of bad weather. The cruise provider said Mr S could remain on the ship to its next port then catch a charter flight to a third country or make his own arrangements to travel to R. Mr S booked a commercial flight from G to R for the evening of 29 July 2023 and went on to complete his return journey to the UK, as originally planned.

Mr S made a claim against his policy in relation to the additional flight costs. Great Lakes declined Mr S' claim. It said what happened here isn't covered by the policy. Great Lakes said the cancelled flight wasn't Mr S' first flight from the UK or last international flight back to the UK, so it wasn't covered by the policy.

Mr S didn't think that was right. He says he took the cheapest, quickest and least disruptive option in booking a commercial flight to R and he was able to resume his original itinerary and catch his planned return flight to the UK on 30 July 2023. Mr S says what happened here is covered by the policy. He says the policy wording is sufficiently ambiguous to support his claim. Mr S says the claim of the family member who was travelling with him was settled by her insurer.

One of our Investigators looked at what had happened. The Investigator didn't think Great Lakes had acted unfairly in declining Mr S' claim. She said the cancelled flight wasn't a connecting flight or part of Mr S' journey home.

Mr S didn't agree with the Investigator. He said the policy covers reasonable additional expenses to return to his home country by the most direct route. Mr S says he incurred additional expense in flying to R so he could get back on track and fly home as originally planned.

The Investigator considered what Mr S said but didn't think it changed the outcome of the complaint. Mr S asked that an Ombudsman consider his complaint, so it was 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.

I've taken into account the law, regulation and good practice. Above all, I've considered what's fair and reasonable. The relevant rules and industry guidance say Great Lakes should deal with claims promptly and fairly.

It's clear Mr S has very strong feelings about this matter. He has provided detailed submissions to support the complaint, which I have read and considered. I'm conscious I've condensed what I don't doubt was a worrying time into a short narrative. That reflects our service that, wherever possible, aims to be informal. I'm satisfied I've captured the essence of what happened. I trust Mr S won't take as a discourtesy the fact that I focus on what I consider to be the central issue - whether Great Lakes acted fairly and reasonably in declining his claim.

Insurance policies aren't designed to cover every eventuality or situation. An insurer will decide what risks it's willing to cover and set these out in the terms and conditions of the policy document. The onus is on the consumer to show the claim falls under one of the agreed areas of cover within the policy.

The relevant part of the policy says as follows:

'Section 4a Missed Departure

What is covered

We will pay you up to £500 [...] for reasonable additional travelling and accommodation expenses necessarily incurred to reach your overseas destination or return to your home country by the most direct route.

If you arrive at the airport [...] too late to commence the first part of your pre-booked international trip, as a result of:

- a) **breakdown of or accident directly involving the vehicle in which you are travelling; or**
- b) **cancellation or curtailment of scheduled public transport due to adverse weather conditions, strike, or industrial action, or mechanical breakdown, or accident.**

[...]

The policy defines '**public transport**' as '**Any publicly licensed aircraft [...] on which you are booked to travel, operating according to a published timetable.**'

The flight that was cancelled due to adverse weather wasn't the first part of Mr S' pre-booked return trip – it was a flight during the course of his planned itinerary. And Mr S didn't arrive at the airport too late to commence the first part of his pre-booked return trip. In addition, Mr S has told us the cancelled flight was a charter flight, so it wasn't public transport, as defined by the policy.

Mr S says his additional flight costs are covered by the policy because he '**return(ed) to (his) home country by the most direct route**'. I don't think Great Lakes acted unfairly or unreasonably in concluding that's not sufficient for a successful claim. In order to come within the policy, Mr S would have to have missed his pre-booked scheduled flight for his return to the UK for one of the reasons set out in the policy. That's not what happened here.

Mr S says the policy wording isn't clear and, essentially, the first paragraph of the section I've set out above stands alone and covers his claim. I'm afraid I don't agree the policy isn't clear. The section of the policy is to be read in its entirety and only covers certain events which aren't relevant here.

I appreciate that if Mr S had taken the other option offered by the cruise provider and stayed on the ship to the next port, then caught a charter flight to a third country, he would have missed his pre-booked, schedule flight home on 30 July 2023. Great Lakes is obliged to consider the claim Mr S made, not a claim he might have made if he'd chosen a different course of action.

Mr S says a claim by his family member with whom he was travelling was settled by her insurers. I can't comment on other claims arising out of the same incident. I'm looking at whether Great Lakes treated Mr S unfairly or unreasonably and in doing so, I consider the terms and conditions of his policy. As Mr S is aware, different terms and conditions may well result in a different outcome.

For the reasons I've explained, I don't think Great Lakes treated Mr S unfairly or unreasonably in declining his claim.

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 S to accept or reject my decision before 28 November 2024.

Louise Povey
Ombudsman