

The complaint

Mr and Mrs R complain that Great Lakes Insurance UK Limited refused a request to extend the trip duration on their travel insurance policy.

What happened

In July 2024 Mr and Mrs R took out an annual multi-trip travel insurance policy which was insured with Great Lakes. This policy included a maximum trip duration of 35 days for anyone aged 71 years or older.

In January 2025, Mr and Mrs R requested as extension to the trip duration limit as they had booked a trip for a total of 40 days. This request was denied by Great Lakes. Dissatisfied with this response, Mr and Mrs R complained to Great Lakes who said that the trip duration for those over the age of 70 years old is restricted to 35 days and it does not permit any extensions.

Mr and Mrs R brought their complaint to this service. They said that Great Lakes was discriminating against them and that they couldn't use age as a reason for not allowing the extension as this goes against the Equality Act 2010. Our investigator looked into the matter but didn't uphold the complaint. He found that the policy wording was clear about the maximum trip duration and that Great Lakes hadn't done anything wrong by not agreeing to the request made to extend the trip duration.

Mr and Mrs R disagreed with the investigator's outcome, and as no agreement could be reached, the matter 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.

Both parties are aware of what has happened and therefore the above is intended to provide just a summary of the situation. I fully appreciate Mr and Mrs R's strength of feeling on the matter and I want to reassure them that I've seen and considered the detailed submissions that have been provided about the complaint. But it is important to point out that we're an informal dispute resolution service, set up as a free alternative to the courts for consumers.

In deciding this complaint I've focused on what I consider to be the heart of the matter rather than commenting on every issue or point made in turn. This isn't intended as a discourtesy to Mr and Mrs R. Rather it reflects the informal nature of our service, its remit, and my role in it.

The complaint centres on the maximum trip duration allowed under the policy and whether it has been fairly applied in Mr and Mrs R's circumstances, specifically in relation to agreeing any extension to that. Mr and Mrs R have said they feel that Great Lakes is discriminating against them based on their age and that this is illegal under the Equality Act 2010.

I've therefore looked at the policy terms and conditions, along with other documentation provided to Mr and Mrs R, to see what it says in relation to the policy trip duration and the age of the individual.

The policy terms and conditions

I've seen Mr and Mrs R's insurance validation certificate which includes the following statement on the front page:

"Maximum Trip Durations

*Age 0-70 can travel up to 50 days in one trip
Age 71+ can travel up to 35 days in one trip"*

The policy also includes this same information about trip duration limits within its terms and conditions.

However, the policy also has an exception to that trip duration which reads as follows:

"If you are aged 70 or under you can increase your 50 day trip duration limit to 100 days for one trip, when an additional premium has been paid and this is shown on your Validation Certificate."

Mr and Mrs R have referred to another point on the policy which reads as follows:

"Please note:

...

- if you travel for more than the number of days for which you have paid for cover you will not be covered after the last day for which you have paid, unless agreed by us in writing"*

Mr and Mrs R say that this term shows that Great Lakes will agree to extend the trip duration but that they are choosing not to do this in their situation due to their age.

Has Great Lakes acted unfairly when refusing to increase Mr and Mrs R's trip duration?

When reaching my decision, I take into account relevant legislation, such as consumer duty, and where applicable, good industry practice.

Our Investigator is correct in stating that this service cannot make findings on whether the Equality Act 2010 has been breached, that is a matter for the courts. However, as it's relevant to the issues complained about in this case, I have taken it into account when deciding what is fair and reasonable in this case.

The Equality Act 2010 generally outlaws discrimination on the basis of specified characteristics, but there are some exceptions for insurance services. For example, it includes an exemption which allows insurers to differentiate on the basis of age when making decisions about whether they can cover a person or the price they pay (premium). In this case, Great Lakes has decided to reduce the trip duration for policyholders aged over 70 years to a maximum of 35 days. For it to do this, Great Lakes must have conducted an assessment of the risk, using relevant and reliable information, to demonstrate that it has acted fairly when making this decision.

It is not uncommon for insurers to give different weighting to certain risks and this will be considered as part of its underwriting criteria. Great Lakes has provided confidential

information to this service that underpins its risk appetite in this area. Having considered it, I'm satisfied that its decision for limiting cover to 35 days (per trip) for those over 70 years of age is reasonable based on relevant information.

I'm also satisfied that the information shown above in the policy terms and conditions along with the validation certificate, makes it clear the maximum trip duration available to each policyholder, and that this is dependent on their age. And it also explains on what basis it will increase the maximum trip duration, and this relates only to those aged 70 years or less. Great Lakes has made it clear that the limit for a trip for those aged 71 and older is a maximum of 35 days. So I don't think Great Lakes are treating Mr and Mrs R any differently to any other policyholder of a similar age.

Mr and Mrs R have referred to a part in the policy which states there isn't any cover if you travel for more days than you have paid for, unless this is agreed by Great Lakes. And I can appreciate why Mr and Mrs R think this shows that they could have been given an extension and have therefore been unfairly treated, which they believe is due to their age.

It is important to note that this part of the policy relates to the cover available for all types of policy; single trip, long stay and annual multi-trip covers – which all have different maximum trip durations. In some instances, such as with single trip and long stay covers, when you buy the policy you specify the number of days you want cover – and this could be less than the maximum trip duration. Great Lakes has provided information to this service to explain what it takes into consideration when it agrees to a trip extension. Most importantly, it confirmed that an extension would only be agreed if it was still within the maximum trip duration limits allowed under the policy. So, if the policyholder has already reached the maximum trip duration, then Great Lakes wouldn't agree to that extension. In Mr and Mrs R's circumstances, they wanted to travel for more than the maximum trip duration they are allowed, and Great Lakes have said this is why they would not have agreed to an extension.

Whilst I appreciate that Mr and Mrs R feel this is unfair, I haven't seen anything to suggest that Great Lakes has treated them unfairly or in any way different to anyone else of the same age, who was looking to travel beyond the maximum trip duration. So, I don't require Great Lakes to do anything more.

My final decision

As explained above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R and Mr R to accept or reject my decision before 28 October 2025.

Jenny Giles
Ombudsman