

## The complaint

Mr and Mrs J have complained that Great Lakes Insurance SE declined a claim made under their annual travel insurance policy.

## What happened

The background to this complaint is well known to the parties so I won't repeat it in detail here. In summary Mr and Mrs P went on holiday in 2021. They extended their holiday on arrival because the airline cancelled their inbound flight. Unfortunately, Mr J then became unwell, and Mr and Mrs J sought medical treatment abroad and then decided to fly home.

Mr and Mrs J submitted a claim to recover the expenses they had incurred, by curtailing their trip. They also complained about the service they had received. When Great Lakes didn't accept their claim Mr and Mrs J referred their complaint to our service.

The investigator recommended that it be upheld. She recognised that Mr and Mrs J had not acted in accordance with the policy terms but felt that it was fair and reasonable for their claim to be upheld given the circumstances. She also felt that the claim had been handled poorly and that £150 compensation was merited.

Great Lakes agreed to pay the £150 in compensation but didn't agree that the claim was covered by the policy.

As no agreement was reached the matter was passed to me to determine.

I issued a provisional decision saying as follows:

*I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.*

*Although I've summarised the background to this complaint and some sensitive medical details - no discourtesy is intended by this. Instead, I've focused on what I find are the key issues here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts.*

*The regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So I've considered, amongst other things, the relevant law, the policy terms and the available evidence, to decide whether I think Great Lakes treated Mr and Mrs J fairly. There are two parts to their complaint and I will deal with each in turn.*

### *Curtailing their trip*

*Mr and Mrs J's policy does offer cover if policyholders are forced to cut short a trip and return home country, because of an unforeseen illness. However the policy sets out We will pay necessary additional travelling costs incurred in returning you home on condition that you contact us first, and you have a valid claim. The policy also sets out Special conditions*

relating to claims under the "Cutting your Trip short" section. These include:

1. You must obtain a Medical Certificate specifying the unforeseen illness or injury from the doctor in attendance to confirm the necessity to cancel your trip, or return home.
2. If you have to cut short your trip you must contact us first to obtain our prior approval and allow us to make all the necessary travel arrangements to bring you home.
3. We will make all necessary repatriation arrangements at your cost and we will arrange appropriate reimbursement as soon as the claim has been validated in the event you are unable to provide a Medical Certificate.

*I do appreciate that Mr J was unwell, but Mr and Mrs J didn't contact Great Lakes as required by the policy. This is a standard requirement in travel insurance. It seems that Mr J was seen by a doctor abroad, but no medical evidence was submitted to show that it was necessary for him to cut short the trip. This being so Great Lakes isn't able to say that it would have approved a claim in these circumstances. Indeed it has indicated that historically it hasn't agreed a trip needs to be curtailed in cases of people with the condition that Mr J had. Of course each claim will turn on its own facts, but I don't think it was unreasonable Great Lakes to decline the claim without any contemporaneous medical evidence to show that it was necessary for Mr J to return home.*

*I am sorry to bring disappointing news to Mr and Mrs J, but I don't find that Great Lakes treated them unfairly by declining the claim in these circumstances.*

#### *Handling of the claim*

*There was some confusion on the part of Great Lakes as it appears that two claims had been set up using their online system. It accepts that clarity should have been sought when assessing the claim and that the extended stay was due to the airline cancelling a flight and not to Mr J's illness. Great Lakes accepted this but felt that the claim had been assessed correctly. I agree that things could have been handled better, and that Mr and Mrs J didn't receive the service that they could have expected. This would have caused inconvenience and upset. I think compensation is merited and that £150 is fair in the circumstances. Great Lakes has agreed to pay this amount.*

I invited the parties to respond. Mr J indicated that they were a little disappointed. He said that Mrs J attempted to phone Great Lakes but was so consumed by attempting to help him that she was probably phoning the wrong numbers.

Great Lakes accepted the provisional decision and made no further comments.

#### **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 do understand the point that Mr J makes regarding cutting the trip short, although there is no documentary evidence of attempted calls. But in any event there is no medical evidence to show that it was necessary for Mr J to return home.

In the circumstances therefore I am not persuaded to change my provisional decision and adopt the reasoning here.

#### **My final decision**

My final decision is that I uphold this complaint and require Great Lakes Insurance SE to pay

Mrs J and Mr J £150 for the poor handling of their claim.

I make no award or direction regarding the claim for expenses when cutting their trip short.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J and Mr J to accept or reject my decision before 12 August 2025.

Lindsey Woloski  
**Ombudsman**