

The complaint

Mr N and Mrs S complain about Great Lakes Insurance UK Limited's decision to turn down their travel insurance claim.

Any reference to Great Lakes includes the actions of its agents.

What happened

Mr N and Mrs S held annual travel insurance cover with Great Lakes that started in November 2023. They were due to travel abroad in June 2024. After checking in at the airport, their flight was delayed and then cancelled by the airline. The next available flight offered by the airline would have meant Mr N and Mrs S would miss the departure of a cruise they had booked. So, they purchased new flights which meant they arrived at their destination later than expected. They later made a claim under their policy for the cost of the new flight.

Great Lakes turned down the claim. It said Mr N and Mrs S's claim wasn't covered under section three of the policy (curtailment and loss of holiday). It later also said there was no cover under section 11 of the policy (travel delay and abandonment) either. It advised Mr N and Mrs S to seek reimbursement directly from the airline.

Mr N and Mrs S did contact the airline to try and claim reimbursement, but this wasn't successful. A complaint was made to Great Lakes about its claim decision. Mr N and Mrs S said their policy covered cancellation of flights by the airline.

Great Lakes issued a final response on the complaint. It maintained its decision that the circumstances of the cancelled flight weren't covered under the policy. Unhappy with this, Mr N and Mrs S brought a complaint to this service.

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

Mr N 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.

Mr N and Mrs S have raised concerns about the information they were given at the time of sale by the seller of the policy. They say they were given policy terms which covered cancellation by the transport provider of a scheduled flight (under section 11(4) of the policy). This version of the policy document was dated May 2022. We've considered this under a separate complaint against the seller. My ombudsman colleague concluded that Mr N and Mrs S purchased a policy version dated July 2023 which didn't include section 11(4) and that

the policy wording didn't change for the 2023/2024 policy year after Mr N and Mrs S took it out.

In this decision, I'm only considering Great Lakes' decision to turn down Mr N and Mrs S's claim. In doing so, I've considered the policy document dated July 2023 as my ombudsman colleague has concluded that this was the policy version they purchased. That means this was the contract of insurance that applied to their claim.

Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must not unreasonably reject a claim. I've taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of Mr N and Mrs S's complaint.

The airline explained to Mr N and Mrs S that it had to cancel their flight because air traffic control restrictions across Europe that day caused long delays to flights. These delays meant the crew would have gone beyond their maximum legal operating hours, and so the flight had to be cancelled.

The policy explains under section three 'curtailment and loss of holiday' that cover will be provided following the necessary and unavoidable curtailment of, or loss of holiday on, an insured journey as a result of the following circumstances:

1. *The death, **Bodily Injury** or **Illness**, as certified by a **Medical Practitioner**, of **You**, **Your Relative**, **Colleague** or travelling companion or of a friend with whom You had arranged to stay; or*
2. ***Your attendance** at a court of law as a witness (except as an expert witness) or for Jury Service where postponement of the Jury Service has been denied by the Clerk of the Courts Office; or*
3. ***You** or **Your** travelling companion being a member of the Armed Forces, Police, Ambulance, Fire or Nursing Service and **You** or their authorised leave being cancelled due to an unexpected emergency or a posting overseas at the time of Your trip; or*
4. ***You** or **Your** travelling companion being recalled **Home** by a relevant authority due to severe damage to **You** or their **Home** or place of business in the **United Kingdom** caused by serious fire, explosion, storm, flood, subsidence or burglary; or*
5. ***Your** involuntary redundancy or that of **Your** travelling companion or **Your** spouse, civil partner or cohabiting partner, notified after the start of the trip.*

I'm satisfied that none of these circumstances applied to Mr N and Mrs S's claim, so I don't need to also consider whether there was curtailment or loss of holiday, as defined by the policy.

The other section in the policy that could potentially apply is section 11 'travel and abandonment'. This says:

*'This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sums insured shown in the "Table of Benefits", in the event of **Your** unavoidable delay in departure of at least 12 hours from **Your** original scheduled departure time from **Your** first departure point on **Your** outward journey or **Your** last departure point on **Your** return journey as a result of:*

1. *Adverse weather conditions (but not those defined as a **Catastrophe**).*
2. ***Strike or Industrial Action**.*
3. *Mechanical breakdown of the **Public Transport** on which **You** are booked to travel.'*

The policy defines 'Strike or Industrial Action' as:

'any form of industrial action taken by workers that is carried out with the intention of preventing, restricting, or otherwise interfering with the production of goods or the provision of services.'

I'm also satisfied none of these circumstances apply to the claim.

I recognise my decision will disappoint Mr N and Mrs S, but I find that Great Lakes turned down their claim fairly and in line with their policy terms.

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 N and Mrs S to accept or reject my decision before 13 October 2025.

Chantelle Hurn-Ryan

Ombudsman