

The complaint

Mr R complains that Great Lakes Insurance SE declined his claim against his travel insurance policy. Mr B is assisting Mr R in bringing his complaint. Reference to Great Lakes includes its agents.

What happened

Mr R had a single trip travel insurance policy underwritten by Great Lakes for a trip in March 2025. His return flight to the UK was cancelled by the airline after the airport was closed following a power outage in the area. Mr R returned home on a replacement return flight three days after his planned departure date.

Mr R made a claim against his policy in relation to additional expenses. Great Lakes declined Mr R's claim. It said what happened here wasn't covered by the policy. Mr R didn't think that was fair and pursued his complaint. Great Lakes subsequently paid Mr R £50 in relation to service issues.

One of our Investigators looked at what had happened. She didn't recommend Mr R's complaint be upheld. The Investigator said Mr R hadn't shown what happened here was covered by the policy. She thought Great Lakes had declined the claim in accordance with the policy terms and hadn't acted unfairly or unreasonably in doing so. The Investigator said Great Lakes's offer of compensation of £50 in relation to service issues was fair and reasonable.

Mr R didn't agree with the Investigator. He said the power outage caused the failure of air traffic control systems, so it's covered by the policy. The Investigator considered what Mr R said but didn't change her view. Mr R 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 have sympathy for Mr R's position. Through no fault of his own, his trip was extended and he incurred additional expenses. In this decision, I'm looking at whether Great Lakes acted in accordance with the policy terms and fairly and reasonably in declining Mr R's claim.

I've taken into account the law, regulations and good practice. Above all, I've considered what's fair and reasonable. The relevant rules and industry guidance say Great Lakes has a responsibility to handle claims promptly and fairly and must act to deliver good outcomes for retail consumers. I don't uphold this complaint and I'll explain why:

- Travel insurance isn'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. In general, and as long as consumers are treated fairly, insurers can decide which risks they wish to accept and the terms on

which they're willing to do so.

- The onus is on the consumer to show the claim falls under one of the agreed areas of cover within the policy. If the event is covered in principle but is declined on the basis of an exclusion set out in the policy, the onus shifts to the insurer to show how the exclusion applies.
- The relevant part of the policy says as follows:

‘ Section 5 Travel Delay

√ **What is covered**

√ **We pay up to the amount shown in the table of benefits for the level of cover shown on your validation certificate if the intended departure of your [...] final inward international flight [...] forming part of a booked trip, is delayed as a direct result of strike or industrial action, adverse weather conditions, failure of air traffic control systems, or mechanical breakdown of aircraft [...]**

X What is not covered: Under Section 5a (sic)

X1 claims where you have not obtained written confirmation from the carrier stating the period and reason for delay. [...]

- Great Lakes has relied on generally available information about the airport closure which led to the cancellation of Mr R's flight. One of the general conditions of the policy is that Mr R must provide evidence supporting his claim. And the exclusion I've set out above provides there's no cover where the insured hasn't provided written confirmation from the airline about the length of and reason for the delay. Mr R hasn't provided any evidence to show the reason why the airline cancelled his flight. So, he hasn't shown the flight was cancelled for one of the reasons covered by the policy.
- Mr R says the power outage led to the failure of air traffic control. I haven't seen any evidence that was the case. If Mr R obtains new evidence about the reason his flight was cancelled which he believes means his claim comes within the policy terms, he should provide the evidence to Great Lakes in the first instance. If he's not happy with Great Lake's decision after it has considered any new evidence, we may be able to look at that complaint.
- I've looked at the remaining terms of Mr R's policy. Mr R's trip was extended, not cancelled or cut short, so the parts of the policy which deal with cancelling and cutting short a trip don't assist him. And the cover for missed departure doesn't cover what happened here. I think Great Lakes acted in accordance with the policy terms when it concluded Mr R's claim wasn't covered by the policy. I've gone on to consider whether that leads to a fair and reasonable outcome in this case
- I appreciate Mr R's additional expenses were caused by an incident beyond his control. But I don't think it would be fair or reasonable to direct Great Lakes to settle Mr R's claim when it didn't agree to take on the risk of the event - the closure of the airport - which led to the claim. I'm sorry to disappoint Mr R but there are no grounds on which I can fairly direct Great Lakes to settle his claim.
- Even if I reached a different conclusion about that, the policy doesn't cover reimbursement of addition expenses. Mr R's policy provides travel delay benefit of £50 after the first full 12 hours of delay, then £10 for each full 12 hours delay, up to the policy limit, not reimbursement of additional expenses.

- I think the compensation of £50 Great Lakes paid Mr R in relation to service issues during his claim is fair and reasonable in this case. In reaching that view, I've taken into account the nature, extent and duration of the distress and inconvenience caused by Great Lakes' handling of Mr R's claim.
- I'm sorry to disappoint Mr R but, for the reasons I've explained, 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 R to accept or reject my decision before 28 October 2025.

Louise Povey

Ombudsman