

The complaint

Mr M complains that Great Lakes Insurance UK Limited declined his claim against his travel insurance policy. Reference to Great Lakes includes its agents.

What happened

Mr M has an annual travel insurance policy underwritten by Great Lakes. He was returning from a trip and missed his prebooked, return train. Mr M says that was due to slower than expected traffic on multiple segments of the drive to the point of departure of the train. He made a claim against his policy in relation to additional travel costs. Great Lakes declined Mr M's claim. It said Mr M hadn't provided evidence to support his claim. Mr M didn't think that was fair and pursued his complaint.

Mr M says the policy covers missed departures, so Great Lakes should settle his claim. He feels the policy was mis-sold to him. Mr M wants Great Lakes to settle his claim for additional costs, refund the policy premium and pay compensation for his distress and time dealing with this matter.

One of our Investigators looked at what had happened. He didn't think Great Lakes had made an error in declining Mr M's claim. The Investigator didn't think Great Lakes had acted unfairly in asking Mr M to provide evidence to support his claim. He said Mr M could make a separate complaint to the broker about mis-sale of the policy.

Mr M didn't agree with the Investigator. He said he had previously searched for any publicly reported traffic disruptions but couldn't find any. He thinks Great Lakes is acting unreasonably in relying on the absence of evidence as there are practical difficulties in obtaining the information, especially across multiple jurisdictions.

Mr M says he's been referred to National Highways but that organisation doesn't cover the countries through which he was driving. He says he allowed 15 hours for a journey that takes 11 hours plus rest breaks but encountered heavier than expected traffic, which caused him to miss his train. Mr M says the delay wasn't caused by one incident but an accumulation of many smaller delays along his route. He says it's unreasonable to expect consumers to provide the sort of evidence Great Lakes has asked for here and the burden of proof on the insured is disproportionate and inconsistent with the cover offered.

The Investigator considered what Mr M said but didn't change his view. Mr M 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, 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, Great Lakes in this case, 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. It's not the case that Mr M's policy, or any other policy I've come across, covers missed departure whatever the cause of the delay.
- 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 in the policy, the onus shifts to the insurer to show how that exclusion applies.
- The relevant part of the policy says as follows:

'Section 9: Missed departure

[...]

*This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the "Table of Benefits", in the event that **You** arrive too late (as shown on **Your** ticket) to board **Your** pre-booked scheduled **Public Transport** at [...] **Your** last departure point on return journey as a result of:*

[...]

*3. A delay involving the vehicle in which **You** are travelling due to unexpected and unforeseen heavy traffic or road closures that were sufficiently severe to warrant reporting on a recognised motoring association web site (sic), Highways Agency website, on television, news bulletins or in the press.*

What is covered

*1. **Your** reasonable and necessary additional travel [...] expenses [...] to allow **You** to [...] return **Home** (for missed departure from **Your** last departure point on **Your** homeward journey).*

What is not covered

[...]

*2. Any claim as a result of heavy traffic or road closures where **You** have not obtained confirmation that the delays were sufficiently severe to warrant reporting on a recognised motoring association web site (sic), Highways Agency website, on television, news bulletins or in the press.*

[...]

*7. Any claim as a result of **Your** missed departure for reasons other than those listed within this section.'*

There's also a general policy condition which says Great Lakes may not pay a claim if the insured doesn't provide all information it may reasonably require.

- These sort of terms aren't unusual in policies of this type and I don't think they are onerous. Great Lakes has set out the circumstances leading to missed departure that it's willing to cover. The one that's relevant here is unforeseen heavy traffic or road closures which are sufficiently severe to warrant reporting on the websites or in the media mentioned. Mr M says his delay was caused by an accumulation of small

delays. That's not something covered by the policy. Mr M hasn't shown his claim falls within one of the agreed areas of cover in the policy.

- I don't think Great Lakes acted unfairly in asking Mr M to provide evidence to support his claim. I don't think it's disproportionate for Great Lakes to require evidence of the reason for the delay, as it would wish to satisfy itself that Mr M missed his departure for one of the reasons it covers in the policy.
- In addition, Mr M's claim is for missed departure caused by a reason other than those listed as covered - an accumulation of small delays, rather than severe delay reported as described. So, Great Lakes could rely on the exclusion at 7 under '**What is not covered**', which I've set out above.
- I think Great Lakes declined Mr M's claim in accordance with the policy terms. I've gone on to consider whether that results in a fair and reasonable outcome in this case.
- Mr M says his drive to the point of departure for his return journey typically takes 11 hours, plus rest stops. Great Lakes didn't agree to take on the risk of missed departure caused by the accumulation of small delays on a long journey. In the particular circumstances of this case, I don't think it would be fair or reasonable to require Great Lakes to settle Mr M's claim outside the policy terms and conditions.
- The Investigator has explained the next steps if Mr M wishes to pursue a complaint about the sale of the policy. Great Lakes wasn't involved in the sale of the policy but, nevertheless, was required to provide Mr M with information that's clear and not misleading. I've looked at the documentation provided by Great Lakes. I think Great Lakes made sufficient information available to Mr M so that he could make an informed choice about whether the policy was right for him. I don't think it was required to do more.
- I appreciate Mr M suffered inconvenience and additional expense. I am sorry to disappoint Mr M but in the particular circumstances here there are no grounds on which I can fairly 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 M to accept or reject my decision before 12 January 2026.

Louise Povey
Ombudsman