

The complaint

Mr and Mrs Y complain that Great Lakes Insurance UK Limited declined their claim against their travel insurance policy. Reference to Great Lakes includes its agents.

What happened

Mr and Mrs Y have an annual travel insurance policy underwritten by Great Lakes. They booked a cruise which included a two-day port stop at a port I'll refer to as 'H'. The ship stopped at H, as planned. I understand there was the possibility of strike action at the port, so the ship left H the same day it arrived, rather than the following day.

Mr and Mrs Y made a claim against their policy in relation to the itinerary change. They said the ship wasn't in H on the second day of the planned two-day port stop. Great Lakes declined the claim. It said what happened here isn't covered by the policy. Mr and Mrs Y didn't accept Great Lakes' decision and pursued their complaint. They say they made a similar claim in 2024, which was settled. Mr and Mrs Y want Great Lakes to pay their claim.

One of our Investigators looked at what had happened. She didn't think the policy covered what happened here. Mr and Mrs Y didn't agree with the Investigator. They said, in summary, they missed the second day of their port stop at H, which amounts to a timetable change, so the policy covers what happened here.

The Investigator considered what Mr and Mrs Y said but didn't change her view. Mr and Mrs Y asked that an Ombudsman consider their 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 intend to uphold this complaint and I'll explain why.

- As the Investigator explained, 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. The relevant part of the policy in this case says as follows:

'Section 17c Itinerary Change

What is covered

We will pay *you* up to the amount shown on the table of benefits for each port listed on *your* cruise itinerary that is missed due to adverse weather or timetable changes.

What is not covered:

1. claims where **you** have not obtained written confirmation from the operator of the **cruise** or tour operator stating the reason and number of missed ports;
 2. claims for missed port arising from actual or planned **strike or industrial action** which was common knowledge at the time **you** booked the **trip** or purchased, renewed or extended this insurance, whichever was later;
 3. claims arising as a result of **your** failure to attend an excursion as per **your** itinerary;
 4. anything mentioned in the additional exclusions applying to section 17 or General Exclusions.'
- I've taken into account what I consider to be the ordinary, everyday meaning of the words as well as the context in which the words are used within the policy terms and conditions. The policy says Great Lakes will pay a benefit for each port on Mr and Mrs Y's cruise itinerary that is missed due to adverse weather or timetable changes. Mr and Mrs Y didn't miss the port stop at H, as the ship stopped there.
 - Mr and Mrs Y say they missed the second day of the port stop at H, as their ship left the port early. The port stop at H was cut short, not missed. That's not something that's covered by the policy. I don't think Mr and Mrs Y have shown their claim comes within the policy terms.
 - I've looked carefully at the remaining terms and conditions of the policy. There's no cover for what happened here. So, I think Great Lakes acted in accordance with the terms and conditions of the policy in declining Mr and Mrs Y's claim.
 - I've gone on to consider whether it would be fair and reasonable to direct Great Lakes to deal with Mr and Mrs Y's claim in any event. I don't think it would. I appreciate the trip wasn't the same as the one Mr and Mrs Y expected but that's not covered by the policy. Also, there's a general exclusion in the policy which says as follows:

'General Exclusions – applying to all sections

No section of this policy shall apply in respect of
[...]

9. [...] loss of enjoyment of holiday [...]'

- In the circumstances here, there are no grounds on which I can fairly direct Great Lakes to settle a claim not covered by the policy terms.
- Mr and Mrs Y say they made a similar claim in 2024, which was settled. It's not clear from what they've said whether that claim was against Great Lakes and the same terms and conditions. In any event, each claim is considered on its own facts and merits. For the reasons I've explained, I don't think Great Lakes acted unfairly or unreasonably in declining Mr and Mrs Y's claim in this case.
- I'm sorry to disappoint Mr and Mrs Y but 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 Mrs Y and Mr Y to accept or reject my decision before 23 December 2025.

Louise Povey
Ombudsman