

## **The complaint**

Mr and Mrs T complain because Great Lakes Insurance UK Limited ('Great Lakes') hasn't paid a claim for a cancelled holiday under their travel insurance policy.

All references to Great Lakes include the agents appointed to handle claims and complaints on its behalf.

## **What happened**

Mr and Mrs T bought an annual travel insurance policy, provided by Great Lakes, for a trip they were due to depart on two days later.

The policy was bought less than 30 minutes after Mr T saw his GP for back pain. Mr and Mrs T declared the medical condition causing the back pain to Great Lakes when buying the policy.

Mr T's symptoms deteriorated, leading to the cancellation of the holiday on the morning Mr T and his family were due to depart.

Mr and Mrs T made a claim with Great Lakes, who initially said the claim wasn't covered because Mr T had chosen not to travel. Great Lakes subsequently said the policy didn't cover circumstances known to the policyholder prior to buying the insurance which could reasonably be expected to give rise to a claim.

Unhappy, Mr and Mrs T brought their complaint to the attention of our Service.

One of our Investigators looked into what happened and said he thought Great Lakes should reconsider the claim. Great Lakes didn't agree with our Investigator's opinion, so the complaint has now been referred to me to make a decision as the final stage in our process.

## **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.

Industry rules set out by the regulator say insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules, alongside other relevant considerations, into account when making an independent and impartial final decision which I think is fair and reasonable to both parties in the circumstances.

Great Lakes originally declined this claim because it said Mr T chose to cancel the holiday himself, rather than based on medical advice. I don't think this was an unreasonable decision for Great Lakes to make based on the information available to it at the time (namely, the content of the medical certificate completed by Mr T's GP). And Great Lakes was entitled to change the reasons it gave to Mr and Mrs T about why it was declining their claim upon further information being provided to it.

The terms and conditions of Mr and Mrs T's policy cover cancellation of a trip for a list of

specified reasons, including illness of the policyholder. Cancellation cover begins on the start date of the policy.

So, if a policyholder wishes to insure against the risk of cancellation of a prebooked holiday, then they'd generally need to purchase insurance at the same time as booking or paying for that holiday. Mr and Mrs T say when going on holiday they only ever sought insurance protection for events occurring while they were abroad, but the claim they are trying to make here is a cancellation one – which they had no cover for until the policy started.

I have an inquisitorial remit and, as such, I'm not limited to considering only the reasons Great Lakes gave for declining Mr and Mrs T's claim. I've considered the version of the policy terms and conditions which Great Lakes has provided to us. The policy exclusion relating to circumstances known to the policyholder when purchasing the insurance relates only to claims under the 'travel disruption' section of cover. But I note the policy also contains a general exclusion relating to claims which might reasonably be anticipated. And, regardless of the content of the policy terms and conditions, I wouldn't generally think it's fair or reasonable to expect a travel insurer to honour a claim arising from a medical issue where a policyholder has bought a policy as soon as Mr T did after seeing their GP for that medical issue. This is because it's a general principle of insurance that cover is intended to protect against unforeseen and uncertain events only. In a situation where a policyholder visits their GP about a medical condition less than 30 minutes before buying a policy and then claims for an event linked to that medical condition, I wouldn't generally think it's fair or reasonable to consider that claim as being unforeseen or uncertain.

Having said that, based on the very specific circumstances of this individual complaint only, I think it would be fair and reasonable in the circumstances for Great Lakes to reassess Mr and Mrs T's claim.

I've thought carefully about the content of the completed medical certificate and the letters from Mr T's GP dated 24 February 2025 and 30 May 2025, as well as what I think is Mr T's consistent testimony about what happened. Overall, I'm satisfied it's likely on the balance of probabilities that Mr T was fit to travel and fully intended to travel on the day the policy was purchased. I'm also satisfied, taking into account the available evidence, that Mr T didn't reasonably anticipate a claim arising from the circumstances of the visit to his GP and that his symptoms deteriorated after the policy was purchased, leading to a claim arising on the policy start date. When reaching this conclusion, I've also had regard to the medical declaration Mr T made when buying the policy, which Great Lakes accepted cover for. I note Great Lakes' comments about the duration of the flight Mr T was due to travel on, but I don't think this is sufficient evidence upon which I could reasonably question the content of a certificate completed by a qualified medical professional.

If any dispute subsequently arises about the outcome of the claim reassessment, then this would need to be the subject of a new complaint to Great Lakes in the first instance before our Service would have the power to consider the matter.

### **Putting things right**

Great Lakes Insurance UK Limited needs to put things right by reassessing Mr and Mrs T's claim in line with the remaining terms and conditions of their policy, without reference to any policy exclusions relating to foreseeability, circumstances known to the policyholder and/or anticipated events.

### **My final decision**

I'm upholding Mr and Mrs T's complaint about Great Lakes Insurance UK Limited, and I

direct it to put things right in the way I've outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs T to accept or reject my decision before 3 March 2026.

Leah Nagle  
**Ombudsman**