

The complaint

Mr T is unhappy that Great Lakes Insurance SE declined a claim he made on his travel insurance policy.

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

What happened

The circumstances of this complaint are well known to both parties, so I've summarised events.

- Mr T has a travel insurance policy which is underwritten by Great Lakes. He made a claim on the policy when he missed his flight. Mr T said he'd arrived at the airport with plenty of time to check-in but that owing to staff shortages, check-in was delayed and so, he missed his flight.
- Great Lakes declined Mr T's claim saying the circumstances – which it said was a missed departure owing to long queues at the airport – wasn't covered by the policy.
- It said that unless the staffing issue was the result of an unplanned strike (for which it would accept written confirmation from the airline carrier as evidence), Mr T would need to claim through the airport as it would be classed as a "failure to provide services".
- Mr T said Great Lakes decision was unfair as he'd stayed at an airport hotel the night before and had arrived at the airport an hour before the recommended time. He said he'd missed his flight by no fault of his own.
- Unhappy, Mr T brought a complaint to this Service. An Investigator considered it but didn't uphold it saying the policy didn't cover the particular circumstances.
- Because Mr T disagreed, the complaint has been passed to me for an Ombudsman's 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.

Having done so, I agree with the outcome our Investigator reached. I know this will be disappointing for Mr T, but I'll explain why I have.

- Great Lakes, as an insurer, has a duty to handle claims promptly, fairly and to not unreasonably reject a claim. The key issue here is whether Great Lakes' decision to decline Mr T's claim was fair in the circumstances.
- Mr T said he missed his flight because of staff shortages at the airport which caused

long queues and delays to the check in and security processes. To decide whether Great Lakes' decision was fair, I've first looked at the policy terms and conditions which under "*Missed Departure*" say:

"We will pay you [...] for reasonable additional travelling and accommodation expenses necessarily incurred to reach your overseas destination or to return to your home country by the most direct route.

"If you arrive at the airport, [...] to depart too late to commence the first outward international journey abroad of your booked trip, as a result of:

- a) *Breakdown of or accident directly involving the vehicle in which you are travelling; or*
 - b) *Cancellation or curtailment of scheduled public transport due to adverse weather conditions, strike, or industrial action, or mechanical breakdown, or accident.*
- So, the policy provides cover for missed departures in *specific* circumstances. But Mr T's reason for missing his flight – namely, staff shortages at the airport - doesn't feature as one of the reasons described within the terms. And as the circumstances he's described aren't covered by the policy, I'm satisfied Great Lakes' decision to decline his claim is fair.
 - I appreciate Mr T's frustration with the situation he found himself in – particularly as he said he arrived at the airport with plenty of time. To be clear, I'm not doubting this but simply put, insurance policies aren't designed to cover every possible eventuality – and here, Mr T's policy doesn't cover him for missed departure owing to long queues caused by staff shortages. And I'm not persuaded it would be fair nor reasonable to direct Great Lakes to cover a claim outside of its policy terms in the circumstances.

My final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 29 February 2024.

Nicola Beakhust
Ombudsman