

## **The complaint**

Mr and Mrs H's complaint is about a claim they made on their Great Lakes Insurance SE ('Great Lakes') travel insurance policy, which was declined.

Mr and Mrs H say this is unfair and want Great Lakes to cover their claim.

All references to Great Lakes in this decision include their claims handlers.

## **What happened**

Mr and Mrs H took out a single trip travel insurance policy which was underwritten by Great Lakes. The insurance was intended to protect them in respect of a trip to Austria.

Mr and Mrs H encountered a delay in reaching their destination because they weren't able to board a connecting flight, which resulted in their having to get on the next one out to their destination. This meant they missed out on collecting the car they'd arranged as well as a number of other expenses.

Mr and Mrs H say they called Great Lakes on three occasions to check whether they'd be covered for the expenses they incurred, including funding the cost of new car hire at a higher amount than they'd previously contracted for and were told on each occasion they had cover for up to £3,000 in respect of this.

Mr and Mrs H say they relied on these representations when making decisions about what costs to incur on their trip, but when they made a claim on the policy, Great Lakes declined it. Great Lakes said that the claim Mr and Mrs H were making wasn't covered and the missed departure section of the policy didn't engage here. They also said they couldn't locate the calls Mr and Mrs H said they'd made on three different dates and times with the phone numbers they'd provided.

Unhappy, Mr and Mrs H complained to the Financial Ombudsman Service. Our investigator didn't uphold their complaint. She said that the policy terms didn't cover the claims Mr and Mrs H were making and she couldn't substantiate that they were told by Great Lakes their claim would definitely be covered. In addition, the investigator said that she didn't think that if Mr and Mrs H were given the right information by Great Lakes, they might have done something differently and not incurred the costs they were claiming for.

Mr and Mrs H don't agree, so the matter has been passed to me to determine.

## **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 don't uphold Mr and Mrs H's complaint. I'll explain why.

The starting point is the policy terms. They only cover Mr and Mrs H for missed departure in the event they arrive too late to board their pre booked scheduled public transport at their

last departure point on their onward travel and return journey as a result of:

*“1. Scheduled Public Transport services failing to get You to Your last departure point due to Strike or Industrial Action, adverse weather conditions (but not those defined as a Catastrophe), mechanical failure or Your direct involvement in an accident; or  
2. The private motor car in which You are travelling being directly involved in an accident or breaking down; or  
3. A delay involving the car 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, Highways Agency website, on television, news bulletins or in the press.”*

As the investigator explained, the cause of the delay in Mr and Mrs H reaching their destination and the resultant expenses they incurred wasn't as a result of the three points listed above. Rather it was as a result of their not being able to board their connecting flight and having to take the next one to their destination. There's nothing in the policy terms that covers this kind of situation or the costs they're claiming for that flow from that.

Mr and Mrs H don't appear to be disputing the extent of cover offered by the policy. Rather they say they were told by Great Lakes by telephone on three different occasions that they'd be covered for the costs they'd be claiming for, up to a limit of £3,000. Mr and Mrs H say that it was on this basis that they incurred these costs and that they wouldn't have done so if they'd known this wasn't correct.

I've thought carefully about what Mr and Mrs H have said. Whilst I don't disbelieve their account of things, I think it's unlikely that Great Lakes would have told them with certainty that their claim for things like the cost of new car hire at a greater cost than the original car and other resultant costs would've been covered with certainty. That's because an insurer often can't confirm whether cover is available until a claim is made. So, the best they are usually able to offer when questioned about the extent of cover, before a claim is made, is to explain what the policy extends to.

Mr and Mrs H have repeatedly referred to being told their costs were covered up to a limit of £3,000. But they haven't explained which section of cover they were told would apply to their claim or why this might have been. That specific policy limit is applicable to various sections of cover including the additional travel and accommodation expenses in relation to emergency medical and repatriation expenses, personal possessions and accidental or malicious damage as well as loss or theft under gadget cover. There's also potential cover for a red level trip for cancellation, curtailment and loss of holiday but this is in relation to a lower level of cover than that purchased by Mr and Mrs H so I simply can't tell what explanation could have been given to them about this particular limit in their circumstances.

I appreciate that Mr and Mrs H might have explained things to the people they spoke to and that it's quite possible that they were told about specific policy limits in relation to specific types of claims, but I don't think that means that they were categorically told that the claim they wanted to make in their specific circumstances was one for which cover was categorically available. Indeed the evidence they've given about what they were told doesn't support this. Rather it refers to a particular policy limit being available and not that the expenses they were claiming for were covered by the insurance.

It's unfortunate that Great Lakes haven't been able to find any call recordings for the dates, times and phone numbers provided by Mr and Mrs H, though I'm satisfied that they did search for them. From what I've seen, the telephone number that Mr and Mrs H said they called is one for a Bank which might have routed them to Great Lakes depending on the options Mr and Mrs H selected. Great Lakes have pointed out that some of the times Mr and

Mrs H say they called them aren't consistent with speaking to their advisors because two of the calls they said they placed were before 9am and Great Lakes' phone lines don't open before this time. Great Lakes have also said it's possible that Mr and Mrs H spoke to their travel assistance line but again haven't located any call recordings to support this. Because of this and what I've said above, I can't say with any certainty who Mr and Mrs H spoke to and what they were told. But given an insurer can't make a decision about what cover is available to a customer until a claim is made, I think that on balance, it's unlikely Great Lakes would have told Mr and Mrs H with certainty that the claim they eventually made was going to be covered, such that Mr and Mrs H were able to rely on those representations when making decision about what expenses to incur.

I haven't gone on to consider whether Mr and Mrs H have incurred additional expenses as a result of what they said they were told by Great Lakes in this complaint because on balance, I'm not persuaded they were given assurances they would be covered for the costs they incurred as a result of getting to their destination later than planned. That's not because I disbelieve their version of events, but rather because the information they've given doesn't support that they were told they would be covered for the specific costs they eventually claimed for nor that they necessarily spoke to anyone at Great Lakes.

I appreciate my decision will be disappointing for Mr and Mrs H but for reasons I've set out above, I don't think it was unreasonable for Great Lakes to decline their claim.

### **My final decision**

For the reasons set out above, I don't uphold Mr and Mrs H's complaint against Great Lakes Insurance SE.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Mrs H to accept or reject my decision before 7 March 2024.

Lale Hussein-Venn  
**Ombudsman**