

## **The complaint**

Mr and Mrs W have complained that Great Lakes Insurance SE didn't meet a cancellation claim under their annual travel insurance policy.

All references to Great Lakes include its agents.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead I'll focus on giving the reasons for my 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 conclusions reached by the investigator for these reasons:

- The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So I've considered, amongst other things, the terms of Mr and Mrs W's policy and the circumstances of their claim, to decide whether I think Great Lakes treated them fairly.
- Mr and Mrs W bought their annual travel insurance policy on 10 March 2022. On 28 June 2022 Mr W made Great Lakes aware that Mrs W was undergoing tests for erratic heartbeat. Great Lakes advised that due to these tests Mrs W would not be covered for her pre-existing conditions. She had the option to cancel the policy and have a pro-rata refund of the premium paid, or to travel in the knowledge that these conditions or anything medically related to them will not be covered by this policy. I find this was fair and in accordance with the policy terms. These provided that if the underwriters could not provide cover for a mid-term change in health, they had the right to withdraw cover.
- On 23 June 2023 Mr and Mrs W had booked a trip abroad. In July 2022 Mr and Mrs W cancelled their planned trip because of Mrs W's condition. Great Lakes noted from the medical records that Mrs W's erratic heartbeat and blood pressure issues had started in March 2022. Great Lakes again offered to cancel the policy or exclude cover if Mr and Mrs W wished to travel. I find this was fair.
- Great Lakes wasn't obliged to offer cover for the cancellation of the trip as cover didn't extend to pre-existing conditions. In addition cancellation cover is only available for reasons set out in the policy of which the policyholders were unaware at the time the trip was booked or the cover was purchased. It was apparent from the medical notes that Mrs W's condition pre-dated the purchase of the trip, and she was aware of it. Therefore cancellation cover wasn't available to them. Any claim arising directly or indirectly from a known pre-existing medical condition, unless accepted by Great Lakes, is also specifically excluded under the cancellation section. This would

apply to both Mr W and Mrs W.

- It is accepted that Mrs W had declared 'high blood pressure' initially, but I'm satisfied it was fair for underwriters to consider that erratic blood pressure, for which Mrs W was waiting to see a consultant, represented a change in health.
- I recognise that Mr and Mrs W will be disappointed by my decision and I'm sorry that it doesn't bring more welcome news. But in all the circumstances I don't find that Great Lakes treated them unfair or contrary to their policy terms by declining their cancellation claim.

### **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 W and Mr W to accept or reject my decision before 6 September 2023.

Lindsey Woloski  
**Ombudsman**