

## **The complaint**

Mr C has complained that Great Lakes Insurance SE ('Great Lakes') hasn't fairly settled his claim.

## **What happened**

Mr C missed his connection and made a claim on his travel insurance policy, underwritten by Great Lakes. When he did reach his destination, he required medical attention and submitted a medical expenses claim too. He was unhappy that Great Lakes only paid £500 for his missed connection claim and that £100 excess was applied to his medical expenses claim.

Mr C complained to Great Lakes as he wanted his costs and claim paid in full. Great Lakes maintained that the claim had been settled correctly but apologised and offered Mr C £50 compensation for its service failings and delays. Unhappy with the response, Mr C referred his complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint but didn't think Great Lakes had done anything wrong as it had paid the claims correctly, in line with the policy terms and conditions.

Mr C disagreed and asked for an Ombudsman's decision.

And so the case has been 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.

Having done so, I don't think this complaint should be upheld. I'll explain why.

- The relevant rules and industry guidelines say an insurer should handle claims promptly and fairly. And shouldn't unreasonably reject a claim.
- The policy terms confirm: "*We will pay up to £500 for costs incurred should you be delayed or miss your connection.*" The terms confirm Mr C cannot claim for both travel delay and missed connection.
- Mr C said the excess deducted from his medical expenses claim was incorrect and he wanted all his costs and expenses in relation to his missed connection paid, which were in excess of the £500 settlement he received.
- Insurance policies are designed to cover specific losses up to certain limits rather than pay the full costs and expenses incurred when making a claim. Great Lakes has correctly paid the claim, in line with the policy limits and terms and conditions which is £500 maximum in Mr C's circumstances. The table of benefits shows a £100 excess will be applied to emergency medical expenses. And so I am satisfied Great

Lakes has deducted the correct excess amount as set out in the policy.

- The terms and conditions of the policy make up the contract of insurance between Mr C and Great Lakes. So I can't fairly ask Great Lakes to step outside the terms and pay anything further as I don't think it has incorrectly or unfairly settled the claim.
- Great Lakes did offer Mr C compensation for its delay and service failings. For the sake of completeness, I think this amount is reasonable as Great Lakes also apologised and I don't think the delay was long lasting or had any long-lasting impact. If the £50 compensation offered by Great Lakes hasn't yet been paid, Mr C should contact Great Lakes directly about this, if he now wishes to accept the compensation.

### **My final decision**

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 12 January 2024.

Shamaila Hussain  
**Ombudsman**