

The complaint

Ms L has complained that Great Lakes Insurance SE ('Great Lakes') has unfairly declined her claim.

What happened

Ms L had a travel insurance policy underwritten by Great Lakes.

She booked a short stay in the UK but her employer cancelled her leave and so she had to cancel her stay. She received a part refund from the tour operator and made a claim for the remaining costs.

Great Lakes reviewed the letter provided by Ms L's employer but declined the claim.

Ms L complained to Great Lakes. It offered £100 compensation and an apology for the delays in dealing with the claim. Unhappy, Ms L referred her complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint and found the offer was reasonable for the claim assessment delays. But didn't think Great Lakes had unfairly declined the claim.

Ms L disagreed and said that she is a member of the nursing profession and therefore should be covered. She considers the reason for cancelling her leave is covered under the policy and her claim should be paid.

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. Although I haven't commented on everything Ms L has said, I've carefully considered it and will instead, focus on what is key to my decision.

The relevant policy terms are under the cancellation section which say:

"This section of the policy sets out the cover we provide to each insured booking in total per insured journey, up to the sum insured shown in the table of benefits, following necessary and unavoidable cancellation of a trip as a result of:... You or your travelling companion being a member of the armed forces, police, ambulance, fire, or nursing service and your or their authorised leave being cancelled due to an unexpected emergency or a posting overseas at the time of your trip..."

Under the 'what is not covered' section, the policy says:

"Any claim caused by work commitment or amendment of your holiday entitlement by

your employer (other than as set out under this section)."

Ms L has told us that she works for the nursing service. So she would have cover under the cancellation section if her leave was cancelled due to an unexpected emergency but not due to work commitments or an amendment of her holiday entitlement.

I've looked at Ms L's claim form and the letter Ms L has provided from her employer. Under reason for cancellation, Ms L has written 'work commitments'.

The letter from her employer asks for annual leave that has been requested to be withdrawn due to the following:

"...after a lot of consideration with the demands of the winter pressures our aim is to minimise the number of staff taking annual leave at any one time."

Ms L's claim would be covered if this letter suggested that the leave was being cancelled due to an emergency. 'Emergency' isn't defined in the policy so I have considered its ordinary every day meaning and dictionary definition.

The Oxford English Dictionary definition of emergency is:

"A juncture that arises or 'turns up'; esp. a state of things unexpectedly arising. And urgently demanding..."

The Cambridge dictionary definition of emergency is:

"Something dangerous or serious, such as an accident, that happens suddenly or unexpectedly and needs fast action in order to avoid harmful results."

The Collins dictionary definition says:

"An emergency is an unexpected and difficult or dangerous situation, especially an accident, which happens suddenly and which requires quick action to deal with it."

Having considered the above definitions, I don't think the reason the leave was cancelled was due to an emergency as the demands of the winter pressures happen each year. And the employer says it had given the cancellation a lot of consideration. This suggests this request wasn't in response to an emergency but a generic situation which occurs and so it isn't unexpected.

For that reason, I'm sorry to disappoint Ms L but I don't think Great Lakes unfairly declined her claim.

In relation to the delays in the claim assessment, Great Lakes offered Ms L £100 compensation for not dealing with her claim promptly. As the delay didn't have any lasting effect, I consider £100 is reasonable. If this hasn't already been paid, Ms L should contact Great Lakes to arrange payment if she would now like to accept that payment.

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 Ms L to accept or reject my decision before 15 September 2023.

Shamaila Hussain
Ombudsman