

## **The complaint**

Mrs W has complained that Great Lakes Insurance SE ('Great Lakes') hasn't fairly settled her claim.

All references to Great Lakes include any agents acting on its behalf.

## **What happened**

Mrs W bought a travel insurance policy, underwritten by Great Lakes. She booked a trip abroad but her outbound flight was delayed. Mrs W made a claim for the delay and loss of one night's accommodation. Great Lakes calculated and paid a benefit for the travel delay but said Mrs W wasn't covered for the loss of accommodation as she hadn't purchased additional travel disruption cover which would have covered her circumstances.

Mrs W raised a complaint and unhappy with Great Lakes' response, referred her complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint but didn't think Great Lakes had done anything wrong. Mrs W disagreed and asked for an Ombudsman's decision.

And so the case has been passed to me.

## **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.
- Under the travel delay section of the policy, the terms say: *"We pay up to £20 for the first full 12 hours and £10 for each following full 12-hour period thereafter, up to a total of £300 for Basic cover and £50 for the first full 12 hours then £10 for each following full 12-hour period thereafter, up to a total of £1,500 for Comprehensive cover if the intended departure of your first outward...is delayed..."*
- Great Lakes accepted that the claim was covered under the travel delay section and paid the benefit due which was £60 based on the length of the delay.
- Mrs W says Great Lakes should also have paid for her loss of one night's stay as her travel delay was the cause of her loss and she feels this is covered under the travel delay section. The travel delay section sets out clearly that a fixed benefit is paid for every 12-hour period of delay. Mrs W did not purchase the optional travel disruption extension which would have covered unused accommodation costs as a result of delay. As the extension wasn't purchased, Mrs W doesn't have cover for her unused

accommodation costs and so I can't fairly ask Great Lakes to pay those costs.

### **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 Mrs W to accept or reject my decision before 28 December 2023.

Shamaila Hussain  
**Ombudsman**