

## **The complaint**

Mrs A is complaining about Great Lakes Insurance SE cancelling her pet insurance policy under their abusive behaviour policy.

When I refer to Great Lakes I'm also referring to the broker that administers the policy.

## **What happened**

Mrs A had a lifetime pet insurance policy with Great Lakes. The policy provided cover for her pets, which have ongoing health issues.

Mrs A is a vulnerable person and has serious health conditions which can affect her behaviour. She's also visually impaired and has reduced mobility.

In 2018 Great Lakes cancelled Mrs A's policy due to what they said was her unreasonable behaviour. Mrs A brought a complaint to us, and in December 2019 an Ombudsman decided that Great Lakes had cancelled her policy unfairly. He didn't think Mrs A's behaviour had been so extreme that the policy should be cancelled. So, he decided Great Lakes should reinstate the policy. He said he wasn't asking Great Lakes to provide a policy indefinitely, and Great Lakes still had the right to cancel the policy in line with the terms and conditions if there was behaviour from Mrs A they felt was unreasonable in the future.

After the policy was reinstated, Great Lakes put a dedicated team of around six advisers in place to deal with all Mrs A's queries and claims under the policy. Great Lakes' arrangement was that Mrs A would call the general helpline and be put through to a member of her team if they were available; if not, they would call her back, ideally on the same day. Mrs A continued to speak to Great Lakes regularly about her claims.

Following calls between Mrs A and their advisers, Great Lakes sent letters to her on 30 October 2020 and 8 January 2021 explaining that the things she'd said weren't acceptable under the policy they had in place to protect their staff from unreasonable behaviour.

And after further calls, on 14 January 2022 they wrote to her to say they would be cancelling her insurance policy. The policy was cancelled on 14 February 2022. Great Lakes said they would honour any claims for treatment received up to this date.

Mrs A brought a complaint to us. She thinks Great Lakes have cancelled her policy unfairly. She says, in summary, that if her pets' treatment isn't paid for by her insurance policy she will need to euthanise her pets as she won't be able to afford the treatment.

Our investigator looked into the complaint. She didn't think Mrs A had been treated fairly. She said, in summary:

- she didn't think the information about Mrs A that was added to the notes for advisers to see when they answered her calls went far enough to explain her health and the process for handling her calls - which put an unfair expectation on Mrs A to explain

this each time;

- some of the calls were terminated incorrectly or weren't handled with the necessary empathy;
- in some of the calls the advisers didn't recognise Mrs A's behaviour was a result of her medical conditions and didn't handle it appropriately;
- by having an arrangement where advisers called Mrs A back rather than a dedicated phone line to speak directly to advisers in her team, Mrs A was put at a disadvantage compared to other customers, who could expect an answer to their query immediately; and
- she noted that Great Lakes had failed to provide Mrs A's documents in large print despite her requesting this, and them being aware of her visual impairment.

Overall she didn't think Great Lakes had been flexible or adaptive in exploring the best way to communicate with Mrs A. Because of this, she didn't think it was fair for Great Lakes to have given Mrs A warnings, when she considered that their actions had contributed or led to Mrs A's behaviour. She asked Great Lakes to reinstate Mrs A's policy, consider any potential claims she had during the cancellation period, remove any record of the policy being cancelled, and pay £500 in compensation.

Great Lakes disagreed with the investigator's view. They said, in summary:

- they didn't think the investigator had taken everything into account and was excusing Mrs A's behaviour because they hadn't always got it quite right in how they dealt with her;
- their understanding of the Ombudsman's decision in 2019 was that they could warn Mrs A and terminate her policy if she continued with the unacceptable behaviour after the warnings – without that option they couldn't protect their staff;
- the process of using a dedicated team for Mrs A was a last resort after exhausting alternative options, such as communicating only by email, Mrs A appointing a representative or having a senior team member as the only point of contact, none of which worked for both sides;
- it's difficult to maintain consistency in Mrs A's team because the advisers either leave, are medically signed off, or Mrs A asks for them to be removed;
- there are warnings in place that Mrs A is a vulnerable consumer and needs to be called back, but they don't think it's necessary to describe Mrs A's specific vulnerabilities as her team is aware of them; and
- they're an online company so they don't send large print documents by post as standard, but they have recently put an arrangement in place that every policy document on renewal would be sent to Mrs A in large print from now on – and they recognise they could do more in this space for consumers who require reasonable adjustments.

They said that members of their staff had left, or needed therapy, purely as a result of handling Mrs A's calls. They accepted that they hadn't always handled the reasonable

adjustments perfectly, but they didn't think that meant they should be required to keep Mrs A as a consumer indefinitely.

Mrs A's complaint was passed to me for review and a decision.

#### *My provisional decision*

I issued my provisional decision on 15 July 2022. This is what I said.

*I understand why both Mrs A and Great Lakes feel very strongly about this complaint and I've thought very carefully about it. And, although I'm sorry for the distress it will no doubt cause Mrs A, I've provisionally decided Great Lakes haven't acted unfairly in cancelling her policy. I'll explain why.*

#### *The calls*

*I've listened to the calls that prompted the two written warnings for unreasonable behaviour and then the cancellation of the policy. At times Mrs A's language and manner during the calls have been unacceptable, but I also think that at times Great Lakes could have been more sympathetic in how they spoke to her, and I don't think this has helped matters. I've summarised the calls that led to the warnings below.*

#### *Calls of 28 October 2020*

*Mrs A called and spoke to an adviser about a claim. The adviser explained that Mrs A's claim wouldn't be covered. Mrs A became upset and raised her voice – she said her pet would need to be euthanised, that the adviser was going to kill her pet, and that she's previously tried to kill herself. I think the adviser handled this firmly but sympathetically.*

*Mrs A was put through to the adviser's supervisor. It's clear from the outset that his attitude is less sympathetic than his colleague's. He said he didn't need to know about Mrs A's personal circumstances and it wasn't fair for his team members to hear she wanted to kill herself. Mrs A said (I think, rightly, in terms of the context of her relationship with Great Lakes) that her personal circumstances were relevant. The conversation became more heated with both parties talking over each other. The supervisor said he was going to send a written warning and Mrs A said she was going to ask for him to be sacked.*

*Following this call, Great Lakes sent Mrs A a first written warning. They said Mrs A's behaviour during the call was unacceptable. They told her if they needed to warn her again, they would only be able to communicate with her in writing.*

*I do think the supervisor could have handled the call better than he did. And I think this led partly to Mrs A saying she was going to ask for him to be sacked. But I think, on balance that the first written warning was appropriate and in line with Great Lakes' unreasonable behaviour policy.*

#### *Calls of 29 December 2020*

*On this day it seemed that Great Lakes' systems were down. The first adviser did seem to be able to read Mrs A's notes. She said she'd send a message to Mrs A's dedicated team for someone to call her back within two days. Mrs A was unhappy with that – she explained the arrangement was that someone should call her the same day. Although Mrs A was clearly upset and angry about what she'd been told, her behaviour and language weren't*

*abusive – but the adviser terminated the call citing that Mrs A had been abusive.*

*Mrs A called back and spoke to a different adviser. She explained that the previous adviser put the phone down on her, and said she may get sacked. The adviser explained that due to systems issues he couldn't search for Mrs A's policy, but he offered to set a time to call her back that day, and said he would call her with an update even if the systems weren't back up. Mrs A said she was a unique customer, who had her own team. But she had to make a call to get hold of that team. Mrs A told the adviser to get his supervisor immediately – or he'd be in trouble. It's not clear from the recording we have how this call ended.*

*Mrs A called back again twice. The first time she asked the adviser to confirm where she was based, and then asked if there were systems issues. When the adviser confirmed these points Mrs A put the phone down.*

*Mrs A called again a few minutes later. She asked if there were systems issues and the adviser said there were, but he had a manual claim form he could complete. At this point Mrs A swore aggressively at the adviser and put the phone down.*

*After these calls Great Lakes sent Mrs A a second written warning. They said this was because Mrs A repeatedly swore, called the agents idiots, stupid, questioned one agent's dedication to their work and threatened to get them into trouble.*

*Overall I can see that this experience was very frustrating for Mrs A – she needed to explain the reasonable adjustments process to the first agent and in my view the adviser ended the first call inappropriately. But given the nature of the following conversations I think the warning was appropriate.*

*Call of 17 June 2021*

*Great Lakes chose not to take any action after this call as Mrs A was in hospital. But for completeness, I'm mentioning it here as Great Lakes referred to it in the cancellation letter. During this call Mrs A said the adviser was "stupid" and asked if she was "brain dead".*

*Calls of 11 December 2021, and 13 and 14 January 2022.*

*Mrs A spoke to a member of her personal team on 11 December to talk about a payment due to her. They discussed the arrangements for the team – Mrs A thought this adviser hadn't been handling her calls on purpose, and said he had a stinking attitude. She said other team members didn't have the same bad attitude. She said someone should be available to speak to her at all times.*

*Mrs A went on to say that she's not racist, and the adviser "shouldn't play that one with me." The adviser asked how Mrs A could determine his race from the call and she replied "because of how you speak." The adviser said that nobody had said Mrs A was racist, so he would gloss over her comment.*

*On 13 and 14 January 2022 Mrs A spoke to an adviser who had replaced a member of her team that had left. The adviser was polite and sympathetic in the calls throughout. In the first call Mrs A asked her "who the hell are you?" and told the adviser to "get lost." However, the call did end amicably. In the second call Mrs A said that the adviser had lied to her, and was trying to blackmail her. Her tone, in my view, was aggressive and confrontational.*

*On 14 January 2022 Great Lakes sent Mrs A notice that they would be cancelling her policy on 14 February 2022 due to her unreasonable behaviour. They explained that this was due to her speaking to the adviser she spoke to on 13 and 14 January 2022 in an aggressive and threatening manner, and that during the call of 11 December 2021 she made comments about the adviser's race which made him uncomfortable. They also referred to the comments made during the call of 17 June 2021.*

*There have been times the level of service has fallen short. I agree that there have been times when advisers don't appear to have been aware of Mrs A's health conditions and the arrangements for reasonable adjustments and have ended the calls prematurely. However, as I've explained I think the warnings have been given appropriately overall, and the unreasonable behaviour policy has been applied correctly, leading to Mrs A's policy being cancelled.*

### *Reasonable adjustments*

*Great Lakes have an obligation under the Equality Act 2010 to make reasonable adjustments to remove barriers to consumers using their services. This could mean tailoring their service to a consumer's needs or doing something for that consumer that it already does for others. But in some situations what the consumer is asking for isn't practical and so we wouldn't ask the business to make that adjustment.*

*When deciding a case we take the Equality Act 2010 into account – because it's relevant law. But we can't make a legal finding about whether a business has breached the Equality act – that would be for a court to decide.*

*As I've explained, after Mrs A's previous complaints, Great Lakes set up a dedicated team to handle Mrs A's calls. The arrangement was that Mrs A would contact the helpline, and messages for call backs would be passed on to her team.*

*I can see that sometimes it's taken some time for advisers to identify Mrs A's needs and Mrs A has had to explain that she has a dedicated team that will call her back. Clearly, this isn't an ideal situation, and I do think this has contributed to how she reacted at times. Great Lakes have explained they have a note on their system to explain Mrs A needs to speak to her particular team of advisers, but the adviser taking her initial call will only see this message when they open the system, and sometimes they will try to help before opening Mrs A's details on the system so won't immediately be aware of the process to follow.*

*I do think Great Lakes could have added more detail to the system note to let their advisers know why Mrs A has a specialist team and that she requires sensitivity in how they handle her calls from the very start of the call. I don't think there should be any difficulty with them having a more detailed note which would help their advisers to understand they need to handle Mrs A's call sensitively, even if their only role is to organise a call back. I think there are times when the process hasn't worked as slickly as it should have, which has caused Mrs A to become frustrated.*

*However, I'm also mindful that when Mrs A speaks to members of her team who are aware of her conditions and who remain patient and calm throughout, her manner remains challenging and at times her language has been abusive towards the advisers. So, I'm not sure that having a more detailed note would have changed things here in the way Mrs A communicates or would have prevented the episodes that led to the warnings and the cancellation.*

*I do think Great Lakes have offered Mrs A adjustments that are reasonable in view of all the circumstances here – and they've been flexible with their usual process, to accommodate her needs, by putting a dedicated team in place for her. They've explained that her team don't have direct dial numbers and have calls to take from other customers too – so they're not always going to be immediately available and will need to call Mrs A back. This seems reasonable to me, and I don't think this means Mrs A is receiving a worse service than other customers.*

*They've also continued to communicate with Mrs A over the phone when their usual process is to revert to written correspondence only, because this doesn't work well for Mrs A due to her visual impairment. While Great Lakes could have done better with how they handled some of Mrs A's calls, I don't think they've been unfair overall in how they've applied reasonable adjustments. As I've explained, the recourse they give needs to be balanced with the practical needs of their business and protecting their staff, and I don't think I could reasonably expect them to have done any more here.*

*I also think there was some responsibility for Mrs A to take steps to reassess how she interacted with Great Lakes to maintain a relationship with them – such as communicating through a third party. I know that's not always an easy solution (and it isn't for Mrs A.) But I need to balance this with how long it's reasonable for Great Lakes' advisers to experience Mrs A's behaviour.*

*While I understand that Mrs A's behaviour can stem from her medical conditions - which can cause mood swings and anger - I don't think it's reasonable to expect Great Lakes' advisers to continue to experience this indefinitely after they've put reasonable adjustments in place to help Mrs A communicate with them. Great Lakes have a responsibility to protect their staff too – and they've told us some of them have left or have developed mental health issues as a result of their role on Mrs A's team. I don't think it's fair for that to continue at this point.*

*From everything I've seen so far, I don't think Great Lakes have treated Mrs A unfairly by cancelling her policy. I know Mrs A will be extremely upset, and I'm sorry for this. But, provisionally, I'm not going to ask Great Lakes to reinstate her policy.*

*I do agree with the investigator that Great Lakes should have a better process in place to send Mrs A's documents in large print, rather than expecting her to ask for this every time. And I think at times their customer service has fallen short when they've dealt with Mrs A's calls. So I think they should pay compensation to reflect the impact this has had on Mrs A.*

*Because of Mrs A's health conditions, I think the poor service during some of the calls, and the failure to give her the reasonable adjustments she's asked for relating to large print documents, has had a considerable impact on her emotional wellbeing. And I think £500 is fair and reasonable compensation for this.*

*I understand that although Great Lakes have said they'll honour any claims up to 14 February 2022, Mrs A says is having difficulty contacting them to discuss her ongoing claims.*

*I would like Great Lakes to explain what their position is on how they will manage any future contact from Mrs A about her ongoing claims in response to my provisional decision.*

Mrs A gave a very detailed response to my provisional decision. I've considered everything she's said, but I've summarised the main points which relate to the crux of her complaint below.

- She has major concerns that my provisional decision didn't take into account everything she'd said about her medical conditions and her health. She's explained in detail about the personal circumstances that have contributed to the issues with her health;
- she didn't receive the second warning or the cancellation letter from Great Lakes;
- she doesn't think Great Lakes have been truthful in describing how her behaviour has affected their staff members;
- there was supposed to be someone at Great Lakes available to speak to her at all times;
- someone who provides Mrs A a service related to her pets has now agreed to act as a representative and she would like Great Lakes to consider a trial period of this arrangement instead of cancelling her policy; and
- She doesn't think £500 is enough to reflect what she's been through.

Great Lakes responded to say they agreed with my provisional decision and they would pay Mrs A £500 in line with what I'd said.

They said they contacted Mrs A on our request after she said she was having trouble speaking to them to log a new claim, but when they did, she didn't have any new claims to log. But if she does have any new claims to log relating to the time before the policy ended, she can log them in her usual way, by phone or email.

They also said they'd considered Mrs A's proposal to appoint a third party representative to communicate with them on her behalf. But they weren't confident that this would work out as a long-term solution, because they didn't think Mrs A would stick to the agreement not to contact them directly. So, they didn't agree to reinstating Mrs A's policy.

### **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've not changed my provisional decision that Great Lakes don't need to reinstate Mrs A's policy. I'll explain why.

I'd like to reassure Mrs A that I've considered everything she's said and provided about her medical conditions and her personal history and circumstances. I don't need to see any more medical evidence from Mrs A, because I fully accept that what she's told us about her health is true. I'm very sorry to learn about what she's been through. But as I've explained in my provisional decision, I think Great Lakes made reasonable adjustments for Mrs A to help her communicate with them, taking into account her medical conditions, and I don't think it's reasonable to expect Great Lakes' advisers to continue to experience Mrs A's behaviour indefinitely after they'd put reasonable adjustments in place to help her communicate with them.

Mrs A mentioned that she didn't receive the second warning (after the call of 29 December 2020) or the cancellation letter. But she referred to the second warning in detail in an email she sent to Great Lakes on 21 January 2021, copying in our investigator. In the email she refers to the call of 29 December 2020 and says that Great Lakes wrote to her on the Tuesday of the week before her email to issue a warning. She goes on to talk about the content of the warning. So, I do think she was aware of the second warning at the time it was issued.

Our investigator emailed Mrs A on 17 January 2022 to tell her Great Lakes had sent her a letter explaining her policy had been cancelled. And Mrs A signed for receipt of the letter from Great Lakes on 19 January 2022. So I think she was aware her policy had been cancelled at that point in time.

In my provisional decision I've explained why I don't think it would have been reasonable for Great Lakes to have someone from Mrs A's team available to speak to her immediately at all times, and I've not seen anything to show Great Lakes specifically agreed to this. I think the adjustments they did make to help Mrs A to continue to communicate with them about her policy were reasonable.

I've not asked for evidence of what Great Lakes' staff members have told them about their mental health as I don't think this is appropriate or necessary. I think it's unlikely that this is something they would make up, as Mrs A has suggested. But I think the main point here is that Great Lakes have a policy to protect their staff from unreasonable behaviour and I don't think they've used it inappropriately in Mrs A's case.

Great Lakes have considered Mrs A's recent proposal to appoint a third party representative and they've declined it, for the reasons I've set out above. From everything I've seen, I don't think that's unreasonable, taking into account what's happened during their relationship with Mrs A and the late stage in proceedings that this has been suggested as a possible course of action. I agree with Great Lakes that it's unlikely this will work out as a long-term solution, because I think it's likely that Mrs A will continue to contact them directly in any event. And I think the relationship between Great Lakes and Mrs A has broken down to the extent where it wouldn't be fair to ask Great Lakes to reinstate the policy now, even with a third party representative in place.

Great Lakes have now agreed to pay Mrs A £500 for not having a better process in place for sending her large print documents, and for the instances of poor service she received, and I still think this is fair and reasonable in line with what I've said in my provisional decision, taking into account the impact these particular issues have had on Mrs A.

I understand how disappointed Mrs A will be, and I'm sorry to upset her – but I don't think Great Lakes have treated her unfairly by cancelling her policy. I'm not going to change my provisional decision that Great Lakes don't need to reinstate her policy.

### **My final decision**

My final decision is that Great Lakes Insurance SE should pay Mrs A £500 in compensation. I've not found that they should reinstate her pet insurance policy.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 12 October 2022.

Helen Sutcliffe



**Ombudsman**