

## **The complaint**

Miss C is unhappy with the way her claim was handled by Great Lakes Insurance SE (GL).

## **What happened**

Miss C was on holiday when she became unwell. Miss C said she'd contracted food poisoning whilst staying with a holiday host. She spoke with GL's emergency assistance line and requested immediate admission to a local hospital for treatment. Miss C said GL didn't handle things properly and this was to her detriment. Miss C said GL's negligence resulted in her unnecessary suffering and that she felt abandoned at a time she was most vulnerable. Miss C also said she's been left with life changing injuries as she developed an infection in her spine, which required significant treatment upon her return to the UK.

GL said it did everything it could to support Miss C but acknowledged there were other factors which caused problems and that this was outside of its control. In particular, the holiday host provided incorrect hospital details which meant Miss C was taken to the wrong hospital which wasn't equipped to provide an MRI scan. There were further complications when the MRI was completed because the hospital didn't refer Miss C for further investigations or treatment. It said the medical evidence said Miss C was suffering with gastroenteritis and was discharged from hospital 48 hours later.

GL acknowledged Miss C began experiencing severe pain in her back and abdomen and advised her to call the emergency services and that Miss C refused to do that. GL also highlighted Miss C hadn't told it everything about her medical history and so it'd only pay 80% of her claim.

Our investigator upheld Miss C's complaint in part and recommended £600 compensation for the distress and inconvenience caused. She said GL should have been more proactive in its communication with Miss C, in particular, she was left waiting for five hours before it made arrangements for her to go to the hospital. She also explained it took too long for GL to arrange an MRI appointment – which was three days. She agreed that GL was only responsible for 80% of the claim because Miss C failed to tell it everything about her medical history.

Neither Miss C, nor GL accepted her opinion. Miss C said the compensation isn't enough and that she's been left with irreparable injuries. She explained upon her return to the UK, she required urgent medical treatment in the form of intravenous antibiotics over a four-month period. GL disagreed with our findings and said Miss C was treated for gastroenteritis and discharged after 48 hours. It explained there was effectively no further action for it to take and that the issues Miss C suffered afterwards were related to pre-existing medical conditions such as discitis, and noted she was given pain medication to manage her symptoms.

It also highlighted the MRI scan made no further recommendation for a referral for further treatment, as is customary for that country, and that Miss C was fit to fly home as scheduled. GL said it's seen no medical evidence to support Miss C's claims that she's been left with life-changing injuries, or that she even received medical treatment when she returned to the

UK. And so, it's for me to make a final decision on whether the recommended compensation is fair.

### **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 decided to partially uphold it for the same reasons already explained by our investigator.

I'm not going to list every event here because the history and the chronology are already known by both parties and well documented in the investigator's view. Instead, I'll summarise the key events and arguments I consider material to the final decision.

I'm satisfied Miss C was unwell and experiencing symptoms of her illnesses and being in another country, unable to communicate effectively due to the language barrier and having to rely on GL to help support her through that time must have been difficult. I say that because at times, GL didn't handle things how I'd have expected. Miss C was left waiting for it to arrange transport to hospital for in excess of five hours. There were insufficient notes made about her claim and when Miss C called the assistance line, she often had to repeat the background to her complaint, which must have been frustrating.

But I'm not satisfied GL's actions caused Miss C extensive, or life-changing injuries like she's suggested because there's simply no medical evidence to support that. Miss C said because of GL's reluctance to take her claim seriously whilst she was away, she suffered an infection that spread to her spine, causing significant injuries. Miss C explained the infection was present whilst she was on holiday and that it wasn't treated properly which caused her further, irreparable damage. She explained the correct course of treatment was to receive intravenous antibiotics over a period of around six weeks.

The quality of care isn't an area I can comment on as it's not something I can reasonably hold GL responsible for. I say that because countries have different medical guidelines for treating patients and varying accepted levels of care. However, I note Miss C was given a course of anti-biotics along with other medication to reduce pain and inflammation, which doesn't sound unreasonable in the circumstances. I take on board Miss C's assertion this wasn't the correct treatment, but without any persuasive medical testimony that says that's wrong, I cannot fairly decide whether GL should have challenged the treating doctor about that.

I've carefully considered Miss C's arguments about the conditions and symptoms she's experienced since she returned to the UK, and whilst I sympathise, I've not seen any persuasive medical evidence to support that she was left with life-altering injuries. She was initially suffering with gastroenteritis, but after being sent home and then returning to another hospital days later, it was discovered she also had an infection in her spine. But I don't think it reasonable to suggest this was because of any perceived negligence on GL's part because there's no persuasive medical evidence that says that.

The scan also showed Miss C suffered with discitis, however, the specialist said this was most likely pre-existing. It said the issue affected her L5 vertebrae which she was previously aware of. I've considered Miss C's medical records and I'm satisfied that was the case. There are notes to show she'd discussed this with her doctor and that she was largely asymptomatic, and this only presented with sudden movements.

I note Miss C's comments she was suffering with a potential blood clot. It's unclear why she

thought this, however, I refer back to the MRI and other contemporaneous medical notes and I'm unable to find any medical evidence to support that.

Miss C was unhappy that GL needed to validate her claim before accepting liability. She was unhappy with the process it needed to complete to do this. GL needed to see Miss C's medical history – which is normal under the circumstances – to ensure it knew about any pre-existing medical conditions. I don't think GL did anything wrong by requesting that information. It's normal practice for an insurer to validate a claim prior to accepting liability and this forms part of that process.

GL discovered Miss C hadn't disclosed her full medical history and this led to it having to reassess whether it would have offered insurance cover had it known the full picture. In doing this, GL found a policy would still have been offered, however, it would have charged 20% more for the policy. That meant Miss C had effectively underpaid for her policy and so GL was entitled to settle the claim on a proportionate basis. I'm satisfied, based on the evidence I've seen, GL has settled the overall costs in line with that.

I think Miss C's point about this being an emergency is an interesting one. I say that because Miss C didn't call the emergency services at any point throughout the ordeal. It's important to note this because had that been the case, then the level of treatment she'd have received would most likely have been very different. I think Miss C had expectations about how the travel medical policy would work and perhaps her perception was that she'd be treated in the same way as an emergency admission. But I don't consider that a reasonable expectation.

Miss C was advised by GL to call the emergency services, given her symptoms, however she declined. She explained she had concerns about contracting COVID-19 and so would rather travel in a private taxi – which I understand – but I don't think it reasonable to expect GL to offer the same level of service as an emergency responder, given Miss C didn't consider her position severe enough to call the emergency services. Miss C described her condition as being so severe she thought her life was ending – but there's no medical evidence she suffered a life-threatening condition.

I think this is further supported by her reluctance to call the emergency services – which if I were to take Miss C's testimony at face value – would have been the reasonable thing to do in the circumstances. And so, I don't think it fair or reasonable to expect GL to have provided a level of service similar to that of the emergency services.

GL didn't arrange transport in good time. I understand there were perhaps factors outside of its control, like the availability of the taxi, but I still think it should have kept Miss C updated about that, or perhaps shown that it had contacted a variety of taxi firms in order to get her to the hospital. I've not seen evidence of it doing this and I think that had an impact on Miss C to such a degree that compensation should be paid because of it. She was left waiting for five hours, in pain, whilst this was being arranged. In the end, Miss C made her own arrangements because GL hadn't kept her updated about the arrangements it'd made.

Similarly, when GL managed to arrange for an MRI scan, it was in a hospital three hours away and it only gave her 40 minutes to get to the appointment and so I don't think that showed a good level of service or understanding of her position.

It's for these reasons I'm satisfied GL's actions caused Miss C distress and inconvenience and pain and suffering. And so, I think the compensation awarded by our investigator and the reasons she gave for this are fair.

**My final decision**

My final decision is that Great Lakes Insurance SE must pay £600 compensation to Miss C for the distress and inconvenience and pain and suffering caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 24 May 2023.

Scott Slade  
**Ombudsman**