

The complaint

Mrs J is unhappy with the service received from Great Lakes Insurance SE when seeking assistance under her travel insurance policy.

All references to Great Lakes include its medical assistance company. And although Mrs J is being represented in this complaint, for ease, I've referred to the submissions made on her behalf as her own.

What happened

Mrs J had the benefit of an annual travel insurance policy, underwritten by Great Lakes ('the policy'). She travelled abroad in April 2022. Whilst away she injured herself after tripping over and was taken to hospital where she was told she'd fractured a bone in her lower arm.

She was later discharged from hospital and returned to her daughter's holiday home where she'd been staying ('the holiday home'), with ambulance staff eventually using equipment to assist her to her bedroom upstairs as she was unable to walk due to her fall.

Mrs J was due to fly back to the UK a few days later and although she was deemed to be fit to fly on a commercial flight (subject to some requirements being met), Mrs J's daughter told Great Lakes that she and her husband wouldn't be able to move Mrs J from her bedroom and assist her downstairs to enable her to be transported to the airport. She also informed Great Lakes that Mrs J was unable to care for herself, move unaided or sit up without assistance. She also had to buy a commode to put beside her bed so that Mrs J didn't need to be assisted to the bathroom.

Great Lakes said it required Mrs J to undergo a further medical assessment to see whether she remained fit to fly. After communications with Mrs J's daughter, it arranged for a private ambulance to take Mrs J back to hospital. Ambulance staff were able to assist her downstairs with equipment.

Ultimately, Mrs J was still deemed to be fit to fly but on a stretcher flight and with a medical escort on the way home.

Mrs J's daughter contacted Great Lakes to say that the ambulance crew advised they wouldn't be able to assist Mrs J back upstairs to her bedroom, and the living room located at ground level was unsuitable for her needs as it didn't have a bed or suitable sofa for Mrs J to sleep on.

As there was nothing more the hospital could do from a medical perspective, Mrs J was unable to remain there. So, Mrs J's daughter and her husband moved a bed into the living room for Mrs J. They say they continued to provide personal assistance to Mrs J – including moving her in and out of bed to use the commode, until she was repatriated home a few days later.

In its final response letter dated August 2022, Great Lakes accepts that there was a delay with the medical discharge report from the hospital Mrs J was treated at due to a significant

increase in the volume of new cases it'd received. It also accepts that there was a lack of empathy when talking to Mrs J's daughter about Mrs J including her state of health, whether she was fit to fly, the care she required and how she was going to be moved from her bedroom and transported to the airport to board any flight. It didn't offer any compensation. Unhappy with the response, Mrs J complained to our service.

Our investigator agreed that the assistance received from Great Lakes could've been better and recommended it pay Mrs J £150 compensation. Great Lakes agreed. It also accepted that more could've been done to assess the assistance required and to ensure accommodation was suitable, but this couldn't have been done until a medical report was provided – and that was outside of Great Lakes' control. Mrs J said this amount wasn't sufficient to reflect the distress and inconvenience she'd experienced. She felt £500 would be fair.

Our investigator then requested and listened to the recordings of calls which took place between Great Lakes' representatives and Mrs J's daughter. She issued a second view recommending Great Lakes pay £400 compensation. Mrs J disagreed and Great Lakes didn't reply. So, this complaint has been passed to me to consider everything afresh and decide what's fair and reasonable.

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.

At the outset I acknowledge that I've summarised this complaint in far less detail than Mrs J has, and in my own words. And I'm not going to respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern our service allow me to do this as we are an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I haven't. I'm satisfied I don't need to comment on every individual point to be able to reach what I think is a fair and reasonable outcome here.

The insurance industry regulator, the Financial Conduct Authority ('FCA'), has set out rules and guidance for insurers in the 'Insurance: Conduct of Business Sourcebook' ('ICOBS'). ICOBS says that insurers should act honestly, fairly and professionally in accordance with the best interests of their customers. It also says they should handle insurance claims promptly and fairly.

I partially uphold this complaint as, for the reasons below, I'm satisfied Great Lakes didn't act fairly and reasonably when providing medical assistance to Mrs J.

Under the emergency medical & repatriation expenses section of the policy terms, subject to the remaining terms of the policy, it says Great Lakes will pay (up to a stipulated financial limit):

- for medical expenses for the immediate needs of an unforeseen medical emergency, deemed necessary by a recognised doctor and agreed by our medical officer.
- to extend the policyholder's stay if its medical assistance team agrees that it's medically necessary for "extra accommodation (room only) and travel expenses...to allow you to return to your home country".

Given that Mrs J was particularly vulnerable, her age and her injuries, I think it would've been reasonable for Great Lakes to have explored Mrs J moving to alternative

accommodation, particularly after it was made aware of the difficulties getting her back upstairs to her bedroom in the holiday home and the difficulties with her sleeping in the living area. If this had been offered, I think it's likely this would've been accepted, and Mrs J could've been cared for in accommodation that she was able to more easily access and more suited to her needs. As such, I'm satisfied that Mrs J could've been made much comfortable and this would've elevated some of the distress she'd experienced by worrying about how she would get back up to her room and, thereafter, having to sleep in the living room. I accept what's said about this being "undignified" in the circumstances.

I haven't seen anything from a doctor from around the time showing that Mrs J needed medical attention at home. It would appear that the country Mrs J was visiting didn't offer general geriatric care and personal social care is expected to be provided by the community. However, the hospital report from 2 May 2022 does reflect that it's a medical necessity for Mrs J to have a nurse escort on the flight back to the UK and she had difficulty standing up and mild disorientation. This isn't inconsistent with what Mrs J's daughter was saying to Great Lakes about Mrs J's condition at the time; that she wasn't able to independently move from her bed, sit up or go to the toilet.

As such, Mrs J's daughter and her husband had to do this for her – including changing disposable incontinent pads and lifting her up. So, I think it's fair and reasonable to assume that – if asked by Great Lakes at the time – a doctor would've recommended some medical support outside of hospital for Mrs J whilst awaiting repatriation. And I see no compelling reason why this wouldn't have been agreed by Great Lakes. I accept that it's likely Mrs J would've felt less embarrassed by having support from a medical professional rather than relying on her daughter and son-in-law for personal assistance – and this would've alleviated some of the distress she'd experienced.

I'm also satisfied that Mrs J was put to additional distress including by:

- delays in receiving updates from Great Lakes about the progress of her claim particularly as she was due to fly home on 30 April 2022 and worrying how she was going to be able to get downstairs from the holiday home. This would've been compounded by knowing her daughter was having to call Great Lakes to chase for updates and having to repeat the same information more than once about the circumstances she found herself in.
- Seeing her daughter and son-in-law put to additional and unnecessary stress by the nature of the calls and not being given much new information about the progress of the claim towards the end of April 2022.
- Great Lakes not informing her daughter to keep receipts for certain things she and her husband bought for Mrs J whilst awaiting repatriation, to support claiming back the cost later. For example, the commode.

I'm satisfied that £400 fairly reflects the unnecessary distress and inconvenience Mrs J experienced as a result of what Great Lakes should've done better here.

Whilst I appreciate Mrs J's comments about Great Lakes not offering an interpreter for when she was visiting hospital to assist communicating with hospital staff, this wasn't requested at the time by Mrs J or her family. In the circumstances of this case, I don't think Great Lakes reasonably ought to have proactively asked whether this was required.

I also know Mrs J's daughter's unhappy with the overall service she received when calling Great Lakes and that she (and her husband) was left to care for Mrs J, at the holiday home,

until Mrs J was able to be repatriated back to the UK in early May 2022. However, Mrs J's daughter isn't a beneficiary under the policy and so isn't an eligible complainant in respect of the complaint I've been asked to decide. So, I don't have any power to direct Great Lakes to pay her any compensation for distress and inconvenience she's personally experienced because of what Great Lakes reasonably ought to have done better.

Putting things right

I direct Great Lakes to pay Mrs J £400 compensation for distress and inconvenience.

My final decision

I partially uphold Mrs J's complaint and direct Great Lakes Insurance SE to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 2 June 2023.

David Curtis-Johnson
Ombudsman