

The complaint

Mr and Mrs H are unhappy with the service provided Great Lakes Insurance SE when they made a claim under their travel insurance policy.

I will refer to Great Lakes for simplicity – but this also includes its agents.

What happened

The facts are well known to the parties, so I won't repeat them in detail here. In summary Mrs H required a total arthroscopy of her hip following a fall.

Mr and Mrs H asked for their policy to be extended for a further 10 days to cover them for their drive from Europe back to the UK. Great Lakes refused. It obtained a report to say that Mrs H was fit to fly on 6 September 2022 and therefore said it wasn't medically necessary for her to stay longer abroad.

Our investigator didn't find that Great Lakes had acted outside the terms of the policy which provide:

section 3a 'Emergency Medical & Repatriation Expenses'

'What is covered: We will pay up to the amount shown on the table of benefits for each insured person who suffers sudden and unforeseen bodily injury, or illness, or who dies during a trip outside your home country for the following:

d) additional travelling costs to repatriate you home when recommended by our medical officer e) the cost of a medical escort if considered necessary by our medical officer f) up to £2,000 for you to extend your stay, if (assistance company) agrees that it is medically necessary...'

Mr and Mrs H remained unhappy.

I issued a provisional decision and said as follows:

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Firstly, I'm aware I've set out the background to this complaint in less detail than the parties and I've done so using my own words. I'm not going to respond to every point made by the parties. No discourtesy is intended by this. Instead, I've focused on what I find are the key issues here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts. If there's something I haven't mentioned, it isn't because I've ignored it. I haven't. I've fully reviewed the complete file. I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome.

My provisional decision is that Great Lakes didn't treat Mr and Mrs H fairly and that compensation is due. I'll explain why.

Mr and Mrs H had travelled to Europe by car and wished to return that way, together. To this end they had requested that their insurance cover, which was originally valid for 35 days, be extended for another 10 days to cover their journey home. I find that this was a very reasonable request.

But having obtained a report from the hospital where Mrs H had been treated Great Lakes determined that it wasn't medically necessary for her to remain abroad and it wanted to organise repatriation by air. Although this did accord with the term of the policy referenced above, it is not clear to what questions were asked when the report was requested. I think it would have been reasonable for Great Lakes to ask if Mrs H was fit to travel by car. Great Lakes hasn't responded to my question as to whether this enquiry was made.

It also hasn't responded to my question as to why less weight was attached to the medical report provided by Mr and Mrs H dated 2 September 2022 which indicated that Mrs H would be unable to travel for six weeks.

Mr and Mrs H had advised Great Lakes that Mrs H was seeing the surgeon who operated on her on 20 September 2022. She wanted to see him and take his advice before travelling. I think it would have been reasonable for Great Lakes to either wait for the outcome of this consultation or contact the treating doctor. The report Great Lakes relied on was from a hospital registrar not known to Mrs H.

Mr and Mrs H found the situation very stressful. Their reasonable and detailed requests made by Mr H at the time weren't given due consideration. It is not for this service to regulate or punish financial businesses or to tell them how to operate. But I'm satisfied that the apparent lack of consideration for Mr and Mrs H's situation, and the failure to seek the advice of the treating surgeon, caused unnecessary distress and inconvenience. I find that compensation is merited. Putting a financial figure on distress is never easy but taking everything into consideration I am minded to require Great Lakes Insurance SE to pay Mr and Mrs H £350.

Mr and Mrs H were pleased with the provisional findings which they felt to some extent vindicated their view that at a time of tremendous stress, the companies that should have supported Mrs H only added to her distress by adopting the intransigent position that they took. They felt that Great Lakes and its agents had not shown the slightest compassion to Mrs H – their attitude was they knew best and she had to comply.

Great Lakes didn't feel my provisional findings were particularly fair as all actions were made within the contract terms and for the best interests of the patient and all plans were confirmed and cleared by the relevant people at the hospital.

Great Lakes emphasised that it was not medically necessary for Mrs H to stay abroad. It quoted the medical team notes as to requesting the repatriation by flight earlier. They included 'these patients require rehabilitation as per UK guidance, to remain in bed for six weeks could be very detrimental'.

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 am not persuaded to change my provisional findings. I will explain why.

I do accept that Great Lakes, and its agents acted within the policy terms which allow for a stay extension if medically necessary.

Nevertheless although Great Lakes argue that all plans were confirmed and cleared by the relevant people at the hospital, there was a lack of contact with Mrs H's treating surgeon. It relied on a report from a physician unknown to her. It has never answered the question as to whether an enquiry was made about travelling home by car.

The medical team notes indicate that for Mrs H to remain in bed for six weeks would be detrimental – but it was never suggested that she would remain in bed abroad, only that she would be unable to travel for six weeks. She advised she was having physiotherapy and was convalescing at her place abroad.

Overall, for the reasons given here and in my provisional findings which I adopt here, I'm not persuaded that due consideration was given to Mr and Mrs H's situation. I therefore remain of the opinion that they were caused unnecessary stress when their reasonable requests weren't given due consideration. And for this reason, compensation is merited.

My final decision

My final decision is that I uphold this complaint and I require Great Lakes Insurance SE to pay Mr H and Mrs H a total of £350 in compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Mrs H to accept or reject my decision before 14 June 2023.

Lindsey Woloski
Ombudsman