

The complaint

Mr H has complained about the way Great Lakes Insurance SE ('Great Lakes') handled his travel insurance claim.

All references to Mr H include any submissions made by Mrs M.

What happened

Mr H bought a travel insurance policy underwritten by Great Lakes. He travelled with Mrs M.

Whilst abroad, Mr H needed emergency medical treatment. He contacted Great Lakes to start a claim and following his discharge from hospital, he needed to extend his stay and asked Great Lakes to arrange this as well as flights home. But he wasn't happy with the way Great Lakes handled matters.

Mr H complained and Great Lakes apologised for its delays in settling the claim and the way it handled things.

Unhappy, Mr H referred his complaint to this Service as he wanted compensation for his loss of earnings and the distress and inconvenience he had suffered.

Our investigator looked into the complaint and recommended £150 compensation. Mr H didn't think this was enough as it didn't account for his loss of earnings and his injury. He referred to our compensation guidelines.

And so the case has been passed to me for a final decision.

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.

I issued my provisional decision on 1 June 2023 in which I said:

"Having done so, I agree that this complaint should be upheld but I think Great Lakes should pay £750 compensation for the significant distress and inconvenience caused to Mr H. I'll explain why.

The facts of this case are well known to both parties so I won't repeat them here. Great Lakes accepts it provided a poor service and Mr H is unhappy with the level of compensation recommended by our investigator. So my decision will focus on the key outstanding issues to determine a fair compensation award.

As the investigator has already identified, the relevant rules and industry guidelines say an insurer should handle claims promptly and fairly.

I can't consider the distress caused to Mrs M as she isn't an insured person on the policy.

Mr H claimed for loss of earnings. He says Great Lakes delayed in obtaining a fit to fly certificate which delayed his return. In addition, he says due to the delay, his leg was starting to repair incorrectly, and he is still receiving treatment for the knock-on effects of the delay.

I'm sorry to hear of Mr H's experience. But I don't think Great Lakes can be held responsible for Mr H's loss of earnings as it had to wait for a fit to fly note before arranging suitable flights. There is no evidence that the delay in receiving the fit to fly certificate was down to Great Lakes. It was waiting for the treating doctor to provide this and couldn't arrange return flights until it had received this.

There is also no evidence that Mr H's injury was exacerbated by anything Great Lakes did and I've already concluded the delay in obtaining the fit to fly certificate can't be attributed to Great Lakes.

Mr H says he has medical evidence to show his ankle hasn't repaired properly. But Great Lakes isn't responsible for the medical treatment Mr H received abroad. And I haven't seen any direct link between Great Lakes' actions and the delay in Mr H receiving treatment. So I can't award compensation for this.

Great Lakes accepted its service fell below a reasonable standard.

In deciding the level of award, in particular, I've found clear evidence of the following:

- Mr H and his partner sent numerous emails chasing Great Lakes for a response in relation to accommodation for Mr H once he was discharged from hospital.
- Great Lakes could have called the hotel reception back once the call was cut off and could have used telephone calls more often to speed the process up.
- Great Lakes made a mistake when booking a taxi in the UK for Mr H's return which arrived at the wrong airport.
- Great Lakes didn't provide adequate assurances or responses to Mr H's concerns about him flying in economy due to his height and the need to lie down. And also that he needed his partner to assist him. They sourced suitable flights themselves which Great Lakes agreed to reimburse.
- Great Lakes took too long to settle the claim once Mr H provided receipts and he had to repeatedly chase.

Taking all of the above into account, I think £750 compensation for the distress caused is the fair and reasonable outcome in this case. This is because Mr H was already dealing with a difficult situation which was exacerbated by the stress and inconvenience in having to chase Great Lakes to arrange accommodation and flights. I think the prolonged wait on the day of discharge and the email exchange about suitable seats added to his stress and frustration.

In addition, his arrival in the UK caused further stress and frustration due to problems with the taxi.

I think Great Lakes could have alleviated some of the distress and inconvenience set out above and for that, I think £750 is appropriate. This also takes into account the length of time it took Great Lakes to settle the claim and that overall, these issues

weren't long lasting, so I don't think a higher award is justified."

Great Lakes didn't respond to my provisional decision. Mr H and Mrs M did and said that they both had separate insurance policies with Great Lakes at the same time and Mrs M has several health conditions and suffered significant distress, frustration and inconvenience as a result of Great Lakes' failings.

As set out above, I have considered the chasing, delays and mistakes made by Great Lakes in total. But Mrs M is not an eligible complainant in relation to this complaint as Mr H's policy only covers him. The claim was made as a result of Mr H's hospitalisation and although Mrs M has a separate insurance policy, I can only consider Mr H's policy in this decision. So I can only ask Great Lakes to make a payment to Mr H.

My final decision

For the reasons set out above, I uphold this complaint and direct Great Lakes Insurance SE to pay Mr H £750 compensation for distress and inconvenience.

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

Shamaila Hussain
Ombudsman