

## **The complaint**

Mr K and Mrs R are unhappy with the service they received from Great Lakes Insurance SE and the settlement of a claim they made on their travel insurance policy.

## **What happened**

Mr K and Mrs R have an annual travel insurance policy. Mr K travelled to a long-haul destination and had an accident. He sustained a fracture to his hip. Due to the location of the fracture, it was treated non-operatively. Mr K was told to rest and take painkillers and anti-DVT medication. He was going to need crutches for at least 4 weeks.

Mr K didn't return home on his original flight, which was booked for very shortly after his release from hospital. He didn't return home until around 4 weeks later. Great Lakes didn't settle the claim in full as they thought Mr K could have returned home as planned. So, they partially settled the claim. Mr K complained but Great Lakes maintained their decision in relation to the claim. However, they did offer a total of £175 compensation for issues with the customer service Mr K and Mrs R received. Unhappy, they complained to the Financial Ombudsman Service.

Our investigator looked into what had happened and upheld the complaint. She didn't think Great Lakes had given Mr K reasonable guidance whilst he was abroad and that he'd not received support whilst he was alone abroad. She thought Great Lakes should pay a total of £200 compensation, including the compensation offered already.

Mr K accepted the investigator's recommendation. Great Lakes asked an ombudsman to review the complaint. They said the reasoning behind their decision was clearly laid out.

## **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.

The relevant rules and industry guidelines say that Great Lakes has a responsibility to handle claims promptly and fairly. And they shouldn't reject a claim unreasonably.

I'm upholding this complaint because:

- I don't agree that the reasoning behind Great Lakes decision that Mr K could have returned home on his original flight is clearly laid out.
- Great Lakes said that there was no information which made them think there were contraindications for Mr K to fly home as his pain was being controlled, the treatment was non-operative, he was on crutches and permitted to bear weight on the leg. But the medical report from when Mr K was discharged also refers to bed rest and Mr K taking anti Deep Vein Thrombosis (DVT) medication. And there's no reference in the medical report about whether Mr K was fit to fly or what assistance he may have needed. So, I think it's reasonable to conclude that some further investigation was

needed into his pain levels, the impact of the DVT medication and what assistance he might need to get home safely and comfortably. The medical report did not say Mr K was fit to fly. So, I don't think it's reasonable to conclude Mr K was well enough to have returned home on his original flight.

- In any event, Mr K had sustained an injury which was causing him a lot of pain. He was alone and on crutches facing a long journey home. He was experiencing a lot of pain and needed assistance with day-to-day tasks. I think that's plausible given the nature of his injury. So, I don't think it's reasonable to conclude he could have travelled home on his original flight without assistance so soon after his accident.
- Mr K wasn't able to get a fit to fly certificate until around four weeks after he was originally due to go home. I don't think Mr K was given much meaningful assistance during this time, despite him struggling with his mobility and with getting the medical information from the hospital where he'd got treatment. I also don't think it was clear to Mr K what the next steps were and what the medical report needed to cover.
- Great Lakes should have been more proactive and, for example, taken steps to arrange a fit to fly assessment themselves or appoint a local agent to take further steps, such as arranging for Mr K to be seen by a doctor or attending the hospital to get the medical report Great Lakes needed. That may have also reduced the length of time Mr K had to stay abroad and the costs he incurred.
- Taking all of the above into account I think it's fair and reasonable Great Lakes should cover Mr K's additional expenses between the time he was injured and his actual return home. I don't think they've demonstrated that Mr K was well enough to catch his original flight and their lack of meaningful assistance meant it took a long time to get a fit to fly certificate so he could book a new flight. Once the fit to fly certificate was received Mr K quickly booked a return flight home.
- Great Lakes didn't comment further on the investigator's findings about the customer service Mr K received or the compensation she recommended. They acknowledged in their final response letter that there were delays and Mr K didn't receive the level of service he should have done. Mr K accepted the investigator's findings. I think the total of £200 fairly reflects the distress and inconvenience caused in the circumstances of this case.

## **Putting things right**

Great Lakes needs to put things right by paying Mr K and Mrs R:

- The additional expenses between the date of his injury and the date of his actual return home. This is subject to the remaining policy terms and limits.
- 8% simple interest per annum from the date the claim was originally settled to the date of actual settlement. If Great Lakes considers that it's required by HM Revenue & Customs to deduct income tax from that interest it should tell Mr K and Mrs R how much it's taken off. It should also give Mr K and Mrs R a tax deduction certificate if they ask for one so they can reclaim the tax from HM Revenue & Customs if appropriate.
- £200 compensation for the distress and inconvenience caused by the impact of poor service at a time when Mr K was unwell.

**My final decision**

I'm upholding Mr K and Mrs R's complaint about Great Lakes Insurance SE and direct them to put things right in the way I've outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K and Mrs R to accept or reject my decision before 17 October 2023.

Anna Wilshaw  
**Ombudsman**