

The complaint

Mr B has complained about Great Lakes Insurance SE's handling of his medical claim.

What happened

The background to this complaint has not been disputed. In summary Mr B claimed under his annual multi-trip travel insurance policy when he took ill abroad in January 2023.

Mrs B, on Mr B's behalf called the medical assistance line advising that Mr B needed emergency surgery. It said it would contact the hospital and get back to her. She called again when she hadn't heard – explaining that they were unable to wait for authorisation. She also explained they would require an extension and flights back to the UK. The medical assistance team didn't get back to Mrs B, so Mr B went ahead with the emergency surgery and they arranged their own flights home.

It then took months before settlement was finally made in July 2023.

Our investigator recommended that the complaint be upheld. He recommended that Great Lakes cover the cost of Mrs B's flight in full and pay Mr B £400 in compensation for the trouble and upset caused by the handling of his claim.

Mr B accepted this is resolution of his complaint, but Great Lakes didn't respond. As no agreement has been reached the matter has been passed to me to determine.

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.

Firstly though I'm aware I've summarised the background to this complaint. 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've fully reviewed the file and having done so I agree with the conclusion reached by our investigator for the following reasons:

- It was reasonable of the medical assistance team to require a medical report before authorising surgery. I note this was requested by the team having spoken to Mrs B. But there was no follow up or chasers after that and Mrs B herself provided the medical report some days later. There is nothing to show that once in receipt of the medical report the medical assistance team contacted Mrs B. Accordingly, I can understand why Mr B felt that Great Lakes weren't providing any assistance when it was needed. Additionally, he should have been able to count on Great Lakes to provide arrangements for his extended stay and flight home. But Mrs B was left to make these arrangements without assistance. I agree that Mr B received poor service.

- Great Lakes did eventually settle Mr B's claim, but didn't agree with to pay the cost of a business class flight for Mrs B. It felt that it wasn't medically necessary for her to return business class so covered the cost of an economy flight only. However, I find that Great Lakes had ample opportunity to arrange the flights having received the medical report on 15 January. The report said that Mr B was fit to fly home, preferably with a non-medical companion. Great Lakes agree that business class was justified for Mr B, who needed to have a fully reclining seat due to his recent abdominal surgery. In the circumstances I don't find it was unreasonable for Mrs B to sit with Mrs B as his companion and I'm satisfied that this additional cost should be paid.
- Great Lakes have acknowledged there were delays in settling the claim and offered compensation of £50. The claim was submitted in January but not paid until July. The regulations provide that insurers should handle claims promptly and fairly. I don't find the claim settlement was prompt, and I note that this caused a great deal of frustration for Mr B.
- Looking at Mr B's claim journey overall, including the unresponsive medical assistance team and the delays in settling his claim I agree that compensation is due. I'm satisfied that a total of £400 is fair for the distress and frustration Mr B experienced.

My final decision

My final decision is that I uphold this complaint.

I require Great Lakes Insurance SE to:

- Pay Mr B £400 compensation, less the £50 offered if already paid
- Cover the cost of Mrs B's business class flight in full
- Pay 8% per year simple interest on the difference between the economy flight and the business flight from the date the original settlement was paid to the date the additional settlement is made

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 24 October 2023.

Lindsey Woloski
Ombudsman