

The complaint

The estate of Ms S has complained about Great Lakes Insurance SE's handling of the late Ms S's travel insurance claim.

Any reference to Great Lakes includes the actions of its agents.

What happened

Ms S held a travel insurance policy with Great Lakes. Whilst abroad, she fell and injured her hip. She was admitted to hospital and later had surgery. Sadly, Ms S passed away whilst abroad.

The executors of Ms S's estate complained to Great Lakes about its handling of the claim. Great Lakes didn't agree with their concerns, and so the complaint was brought to this Service.

Our investigator didn't recommend the complaint be upheld. She thought Great Lakes had handled the claim reasonably.

The executors asked for an ombudsman to review the matter, and so the case has been passed to me.

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'd firstly like to offer my condolences to Ms S's family for their sad loss.

Although I've only included a very brief summary of what happened above, I'd like to reassure the executors that I've carefully considered all of their submissions.

The executors have complained about the quality of nursing care that Ms S received whilst abroad. They've also questioned the doctor's decision to carry out a partial hip replacement rather than a total hip replacement.

As our investigator has explained, we can't consider the quality of care provided by the hospital or the medical decisions taken by the treating doctor. Great Lakes was told that Ms S needed a total hip replacement, and arranged for her to be transferred to a private hospital so this could take place. I don't know why the doctor then decided to do a partial hip replacement, but Great Lakes wasn't involved in that decision, and only learnt of it after the surgery had happened.

Ms S had the surgery seven days after her injury. The executors think that poor communication between Great Lakes and Ms S's medical team caused unnecessary delays here. I've therefore considered this, and taken into account the detailed timeline provided by the executors, as well as the information provided by Great Lakes.

After Ms S had been admitted to the public hospital, she told Great Lakes that her doctor said she needed to be transferred to a private hospital for a total hip replacement. Great Lakes wanted to see a medical report before it would agree to this. It's standard practice for a travel insurer to request a medical report to establish that any planned treatment is medically necessary. This was provided to Great Lakes later that day.

I understand that a nearby private hospital (that could do the surgery) initially refused to accept Ms S as a patient, because the hospital didn't want to deal with international insurance companies. That's really unfortunate, but I can't hold Great Lakes responsible for this. I see that Great Lakes arranged for a local agent to liaise with the hospitals, which is what I'd expect in the circumstances.

Great Lakes did make arrangements for Ms S to be transferred elsewhere for the surgery, but after this had been agreed, it found out there was social unrest in that area which prevented the transfer. I see that Great Lakes was then able to liaise with the nearby private hospital that could do the surgery, and they agreed to treat Ms S.

There was then a short delay, as the private hospital wouldn't accept Ms S until her treating doctor had contacted them. But the treating doctor refused to do so until Great Lakes paid a deposit to her. When Great Lakes learnt of this, it obtained the quote and paid the deposit later that day.

Overall, I think Great Lakes acted reasonably here, and I can't see that it was responsible for any delays in Ms S having the surgery.

The executors have also complained that Great Lakes caused delays in arranging Ms S's repatriation to the UK.

Great Lakes learnt that Ms S had been transferred back to the public hospital (after sadly having cardiac arrests whilst in the private hospital). After her transfer, Ms S began having seizures. I see that her medical team recommended an urgent air ambulance transfer to the UK as soon as her seizures had stabilised. They advised Great Lakes on 29 November that Ms S wasn't yet stable and couldn't be moved at that time.

Great Lakes then obtained air ambulance quotes, so it could repatriate Ms S once she had stabilised. On 2 December, Great Lakes had received one air ambulance quote. It spoke with Ms S's family member and advised that the doctor was waiting for Ms S's seizures to stabilise before she could be moved. Ms S's family member said Ms S hadn't had a seizure for 24 hours, and so Great Lakes requested an updated medical report. Meanwhile, Great Lakes received the second air ambulance quote, and this was approved by it on 3 December.

However, before the repatriation could take place, the air ambulance provider wanted up-to-date information on Ms S's condition. But matters were complicated because an intensive care unit (ICU) bed needed to be found in the UK first. I see the air ambulance provider made significant efforts to try and find an ICU hospital bed for Ms S, but there was a shortage of beds and so it had difficulties finding one.

Unfortunately, Ms S's condition then deteriorated. She was considered critically ill, and a UK consultant (who worked in a hospital where she was potentially going to be admitted) advised Great Lakes not to move her, as he thought this would reduce her chance for survival. Great Lakes' medical director was in agreement with this. Great Lakes therefore wanted Ms S to stabilise before repatriating her, given the risk of moving her at that time.

I see that Great Lakes requested further information from Ms S's treating doctor, as well as a CT head scan, so it could have up-to-date information on her condition. This was done, but Ms S's condition deteriorated further, and she sadly passed away.

Whilst I can of course appreciate why Ms S's family wanted her back in the UK as soon as possible, this was a complex repatriation as Ms S was very unwell, and was a significant distance from the UK. I think it's clear from the communications I've read that Great Lakes didn't want to jeopardise Ms S's chance of survival by repatriating her when it wasn't safe to do so. Ms S was critically ill, and it was thought she may not survive the flight. I think it was reasonable for Great Lakes to rely on the advice of the specialist in the UK hospital (which its medical director agreed with) to delay moving her, as there was a chance that she could still improve.

I therefore don't find that Great Lakes caused any unnecessary delays here.

I've also considered the remaining concerns raised by the executors.

Great Lakes refused to pay for Ms S's daughter's husband to fly out to support his wife. The policy only covers the travel expenses for one relative or friend to travel from the insured's home country to stay with them, and Great Lakes had already covered this for Ms S's daughter. So it was correct for Great Lakes to say that there was no cover for Ms S's daughter's husband. I see that Great Lakes offered to pay for Ms S's other child to also travel there - although this was outside the terms of the policy, I would assume that Great Lakes made this offer because Ms S was critically ill. So I don't think Great Lakes did anything wrong here.

The policy covered up to £2,000 for extra accommodation for someone to stay with the insured, and to travel there from the insured's home country. Great Lakes stopped covering Ms S's daughter's accommodation when the cost of this reached £2,000. Given the circumstances, it decided to pay for the cost of her flight (£598.37) on top of this, even though the limit under the policy was £2,000 for both accommodation and travel. I think Great Lakes acted fairly here.

Finally, the executors are unhappy that Great Lakes advised Ms S's daughter that she had reached the policy limit for accommodation the same day this happened. I also see that Great Lakes mistakenly sent letters addressed to Ms S after she had passed away, which understandably caused upset to her family.

The executors have the legal authority to bring a complaint on Ms S's behalf after she passed away. However, I don't have the power to compensate the executors/Ms S's family members for actions that Great Lakes took which impacted them personally. That's because they don't have a relevant relationship with Great Lakes to make them eligible to complain in their own right.

I recognise the executors will be disappointed with my decision. This was an incredibly difficult time for Ms S's family, and I can't begin to understand what they went through. However, overall, I'm satisfied that Great Lakes dealt with the claim reasonably and didn't cause any unnecessary delays.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Ms S to accept or reject my decision before 23 November 2023.

Chantelle Hurn-Ryan
Ombudsman