

The complaint

Miss E is unhappy that Great Lakes Insurance SE declined a claim made on her travel insurance policy (the policy).

What happened

Miss E made a claim under the policy to cover medical, accommodation and travel costs incurred by her whilst she was away from home and after she became ill.

Miss E required medical treatment shortly after landing. Great Lakes said she was admitted to hospital within one hour of landing and within one hour of the policy being taken out (Miss E says online by her partner). Due to the timing, it concluded that the medical emergency Miss E needed treatment for wasn't covered under the policy because her illness wasn't an unforeseen event at the time the policy was purchased.

Unhappy, Miss E complained to the Financial Ombudsman Service. Our investigator didn't uphold Miss E's complaint. As Miss E disagreed with the outcome, her complaint was passed to me to consider everything afresh to decide.

I issued my provisional decision in September 2023, explaining why I was intending to uphold Miss E's complaint. An extract of my provisional decision is set out below.

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Great Lakes has an obligation to handle insurance complaint fairly and promptly. And it mustn't unreasonably decline a claim.

Subject to the remaining terms of the policy, Great Lakes provides cover for emergency medical expenses and other related costs "in the event of a medical emergency during an insured journey as a result of your unforeseen illness..."

Insured journey means: "a pre-booked leisure trip from or within the United Kingdom, started and ended during the policy period and which includes a flight or pre-booked overnight accommodation away from your home".

Policy period means: "the period to which the insurance applies between and inclusive of the dates shown as cover start date and cover end date on your policy schedule".

For reasons set out below, I don't think Great Lakes has acted fairly by relying on the reason it has to decline the claim. I'll explain why.

- It isn't disputed that Miss E landed at 16.06 and was admitted to hospital at 16.46 – around 40 minutes later.
- Great Lakes has provided a screenshot showing that the payment was made/transaction for the policy took place at 16.07 and that coincides with the time an email was by Great Lakes to Miss E on the same day. That's very shortly after

Miss E landed.

- Miss E says that her flight was very short and when the plane she was on landed, she was feeling well. She's provided a photo taken when she landed which she sent to a family member at 16.06 via a messaging app. It shows her with a companion smiling. I accept this message isn't conclusive evidence that she wasn't in pain when the photo was taken. However, Miss E has also said that she only started feeling unwell at 16.30 with sudden and severe pain in her side. And she's provided a signed letter from the person who accompanied her on her flight. That letter supports that it was a short drive to Miss E's relative's house and when unloading luggage from the car, Miss E "screamed in agony, and bent double...as the extreme pain continued, she was holding her side..." and he advised her to immediately go to hospital as he suspected acute appendicitis, which she did.
- I'm persuaded by the contents of this statement, and it supports Miss E's version of events. Given the small size of the island Miss E was visiting, and what she says about the relative she was visiting living very close to the airport and the hospital, I find the sequence of events she describes plausible. And I accept what she says.
- Based on my research I'm satisfied that although appendicitis can start with dull pain which gradually gets worse and/or can be intermittent, it's also not uncommon for the first symptoms to present as severe and sudden pain. So, I don't think what Miss E says – supported by the person who accompanied her - is inconsistent with that.
- I can understand why Great Lakes had concerns about the time between taking the policy out, Miss E landing and being admitted to hospital with severe pain. But in the absence of anything further from Great Lakes, I'm satisfied that at the time the policy was taken out Miss E wasn't showing any signs of illness and so emergency treatment was an unforeseen event at that time.
- It took Great Lakes around nine months from the date on which Miss E submitted her claim to notify her of the outcome. I'm currently satisfied that this is too long, and her claim wasn't handled as promptly as it ought to have been. I accept this would've been distressing and frustrating for Miss E. I'm intending to direct Great Lakes to pay her £100 to reflect this.

I intend to direct Great Lakes to:

- reassess Miss E's claim in line with the remaining terms of the policy on the basis that her illness wasn't a foreseen event at the time the policy was taken out.
- pay Miss E £100 compensation for the distress experienced for delayed outcome to her claim.

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I invited both parties to provide any further information in response to my provisional decision for me to consider.

Great Lakes accepted my provisional findings. Miss E was also happy with my provisional decision, but she was concerned that Great Lakes may look to decline the claim on other grounds.

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.

Both parties agree with my provisional decision. So, I'm satisfied that there's no reason to depart from my provisional decision. For reasons set out in my provisional decision (an extract of which is set out above and forms part of my provisional decision), I uphold Miss E's complaint.

Miss E is concerned that Great Lakes may seek to decline her claim on other grounds. To be clear, my decision only focusses on whether Great Lakes has acted fairly and reasonably by declining her claim for the reason it has given; namely that her illness wasn't an unforeseen event at the time the policy was bought.

When reassessing Miss E's claim, if Great Lakes does decline it a different reason, she's free to raise a further complaint (initially with Great Lakes) about that.

Putting things right

I direct Great Lakes to:

- reassess Miss E's claim in line with the remaining terms of the policy on the basis that her illness wasn't a foreseen event at the time the policy was taken out.
- pay Miss E £100 compensation for the distress experienced for delayed outcome to her claim.

My final decision

I uphold Miss E's complaint and direct Great Lakes Insurance SE to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss E to accept or reject my decision before 30 October 2023.

David Curtis-Johnson
Ombudsman