

## **The complaint**

Mr K is unhappy with the service he received from Great Lakes Insurance SE when he needed assistance whilst abroad.

## **What happened**

Mr K has a 'Staysure' branded policy underwritten by Great Lakes. Mr K was abroad when he was made aware that his father was seriously ill. He wanted to return to the UK and sought assistance from Great Lakes. He's unhappy with the service he received and the settlement of his claim.

Mr K complained to Great Lakes but they said they'd provided reasonable assistance, including the option for Mr K to pay and claim for his expenses. Mr K didn't agree and complained to the Financial Ombudsman Service.

Our investigator didn't uphold Mr K's complaint. He didn't think that Great Lakes had slandered Mr K when they said they hadn't heard from him for 12 hours and he was satisfied the overall service Mr K was provided with was reasonable. He also thought the claim had been fairly settled.

Mr K didn't agree and asked an ombudsman to review the complaint. He said Great Lakes had either slandered him or their systems hadn't been kept up to date – he thought he was owed an apology for this at the least. He also thought the investigator hadn't addressed points he'd raised about mis-sale, data protection breaches and the delay in dealing with his complaint. Mr K said the terms and conditions of the policy were unfair and no assistance was given.

The further points Mr K raised didn't change the investigator's thoughts about the overall outcome of the complaint. He also explained that any mis-sale complaint would need to be directed to the seller of the policy and why his findings concentrated on the claims handling by Great Lakes, rather than complaint handling. Finally, he noted Great Lakes had apologised for any upset caused to Mr K in their final response letter. Mr K asked for his complaint to be reviewed by an ombudsman.

In October 2023 I issued a provisional decision. I said:

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.

Mr K's complaint is about Great Lakes who, as the underwriter of the policy, is responsible for this complaint. However, I'll also refer to the following businesses which were involved in Mr K's claim. Mr K received assistance from Great Lakes emergency assistance provider which I'll refer to as the 'EAP'. Mr K also spoke to Staysure's customer service team and was in contact with their claims' escalation

team.

I'm not upholding all of Mr K's complaint points. But I do think Great Lakes should pay Mr K some compensation for distress and inconvenience. I'll explain why.

I'm upholding Mr K's complaint about the following points as I don't think he received a good level of customer service:

- It's clear throughout the calls between Mr K and Great Lakes that he's stressed and upset. He explained that's how he was feeling several times. I don't think the call handlers demonstrated much empathy or understanding for the situation he was in.
- Although the initial call handler did explain Mr K could pay and claim I don't think he was particularly engaged or helpful. I think a more detailed explanation of the assistance that could, and couldn't, be offered may have better managed Mr K's expectations at a much earlier stage. For example, the call handler could have explained in more detail about the process and timescales involved if Great Lakes arranged the flights. And, I think the call handler could have taken more time with Mr K to explain this properly.
- Mr K was given mixed messages and I can understand why he felt like he wasn't getting much meaningful assistance and that he wasn't being listened to.
- On a number of occasions, the call handlers asked if the claim related to Mr K's own health, which it clearly wasn't. During one call, for reasons which are unclear to me given the information Mr K had provided, the claims handler asked if the claim would be logged against Mr K's father's name. Furthermore, in the initial call Mr K was told that the EAP's involvement would delay the process for getting him home. In another call Mr K was told that if the repatriation wasn't to do with his own medical issues then the EAP couldn't assist. A case was then set up on the basis of Mr K having high blood pressure, but in the next call Mr K was told he'd need a medical report and they couldn't assist without the relevant documentation.
- Although the call handlers were polite, and tried to assist Mr K, he often had to repeat himself. This caused him even more frustration and upset which is not surprising in the circumstances. For example, Mr K had to repeat several times that the claim related to him needing to return home as his father was dying.
- Mr K didn't receive call backs he was expecting which further added to his frustration at an already difficult time.

I'm not upholding Mr K's complaint about the following points:

- The policy terms say that the policyholder must obtain a medical certificate specifying the unforeseen illness or injury from the doctor in attendance to confirm the necessity to return home. So, I don't think it was unreasonable for Great Lakes to request this information from Mr K. However, as I've outlined above, I think Mr K's expectations could have been managed much better than they were.
- Mr K was offered the option to 'pay and claim' meaning that, due to the

urgency of the situation, Mr K could make his own arrangements to return home and claim back his expenses. I think that was reasonable in the circumstances given that Mr K wanted to return as soon as possible. I don't think Great Lakes failed to offer any assistance, but I think this was poorly communicated to Mr K.

- I don't agree the policy terms and conditions are unfair as Mr K has suggested. And I think the relevant terms are prominent and transparent. I'm not persuaded they've created any significant imbalance in the rights of the parties. And, in any event, policy terms of this nature are common in lots of travel insurance policies. In this case the relevant term was highlighted as a 'special condition' relating to a claim for cutting a trip short.
- Mr K says that Great Lakes committed a libellous act when the EAP said that he'd not contacted them for 12 hours. He also feels he's been slandered and should receive an apology as a minimum. It's not my role to make a finding on whether a libellous act was committed.
- I've looked at the evidence provided about when Mr K contacted the assistance line, which are logged with a Bangkok time stamp. There is a call logged at 1737 on 5 January 2023 and three calls logged on 6 January 2023 at 0548, 0604 and 1137. I've also looked at the evidence Mr K has provided showing when he contacted the emergency assistance line and made other calls to Staysure. His screen shots show that there were some calls between Mr K and EAP. But they show that others were between Mr K and Staysure. So, on balance, I'm not persuaded that the EAP acted unreasonably when stating they'd not heard from Mr K for 12 hours.
- I'm not persuaded that the EAP couldn't see the calls because of poor record keeping. Based on the available evidence I think it's most likely because the EAP works independently of Staysure and uses a different system. That's not uncommon in the travel insurance industry. However, I can appreciate how frustrating and upsetting it was for Mr K as he felt that information was being lost.
- I'm not persuaded that the EAP had immediate access to the calls from Staysure's customer service team, albeit Great Lakes may have been able to request them at a later date when Mr K complained about the service he received. Based on the information that's available to me I find it is most likely that the calls to Staysure and EAP were held on different systems and that's why the EAP thought there had been a gap in contact. I find it less likely that the EAP deliberately lied to Mr K about what information was, and wasn't, available to them when they made that statement.
- Mr K said that some of his outstanding expenses haven't been paid. I've looked at the settlement of the claim and I think it's in line with the policy terms, based on the evidence that's available. Great Lakes will pay additional necessary travelling costs incurred in returning home up to a limit of £1500 for comprehensive cover.
- Great Lakes settled the costs for Mr K's taxi and flight on 6 January 2023. Mr K has claimed for further costs for food, trains and hotels between the 6 and 9 January 2023. As Mr K returned home on 6 January 2023, I think Great Lakes reasonably concluded that the food, trains and hotels in the UK weren't covered as I don't think they were additional necessary travelling

costs to return home. Whilst I fully understand that Mr K was dealing with his father's illness and death, I don't think these are expenses that can reasonably be considered payable under his travel insurance policy, which is designed to cover him to return to his country and place of residence.

- I note that Mr K's son's car sadly sustained damage when assisting Mr K in his travel arrangements, but I don't think that's something I can fairly direct Great Lakes to cover as I can't reasonably conclude that's their fault.

#### Putting things right

I'm not persuaded Great Lakes gave Mr K a good level of service. Throughout the calls I listened to he was clearly upset, stressed and confused throughout the calls. At one point he read out his blood pressure reading and highlighted to Great Lakes the conditions he'd declared in an attempt to draw their attention to his overall health.

I think the service he received had a significant impact on him at a time when he was trying to get home to see his father, who he'd been told was dying and may pass away soon.

Understandably Mr K was very worried this might happen before he was able to return home. And I think the failings I've set out above caused him unnecessary and avoidable distress and inconvenience at a very difficult time.

I'm intending to award Mr K £400 compensation as I think he was caused considerable worry, distress and upset which had a serious short-term impact on him at a time when he was already worried, upset and stressed.

Mr K and Great Lakes accepted my provisional decision. So, I need to make 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.

As both parties accepted my provisional findings there is no reason for me to reach a different conclusion. For the reasons I outlined above, and in my provisional decision, I'm upholding Mr K's complaint.

#### **Putting things right**

Great Lakes needs to put things right by paying Mr K £400 compensation for the distress and inconvenience caused by poor customer service.

#### **My final decision**

I'm upholding Mr K's complaint and direct Great Lakes Insurance SE 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 to accept or reject my decision before 28 November 2023.

Anna Wilshaw  
**Ombudsman**