

## The complaint

Miss G complains that Great Lakes Insurance SE hasn't fully settled a medical expenses claim she made on a travel insurance policy.

## What happened

Miss G (and Mr A) held an annual travel insurance policy. In early January 2022, they flew to a country I'll call T and travelled within that country. They were scheduled to return to the UK on 12 February 2022.

Unfortunately, on 17 January 2022, Miss G and Mr A were involved in an accident. They both required medical treatment. Miss G required, amongst other things, a tooth extraction; an adjustment to a denture and a dental implant. So Miss G (and Mr A) made medical expenses claims on the policy.

Great Lakes settled the cost of Miss G's tooth extraction. However, it didn't agree to pay for the cost of the denture adjustment or the dental implant. That's because it said those costs weren't covered by the policy terms.

Miss G and Mr A were unhappy with Great Lakes' handling of their claims and so they asked us to look into things.

In brief, our investigator considered whether Great Lakes had settled Mr A's claim fairly and whether it had handled the overall medical assistance claim reasonably. She didn't think Great Lakes was liable for any further medical expenses for either Mr A or Miss G under the policy terms. But she didn't think Great Lakes had been sufficiently proactive in handling the claim and so she recommended that Great Lakes should pay Mr A and Miss G total compensation of £450.

Mr A accepted our investigator's view. But Miss G did not. She didn't think it had been fair for Great Lakes to decline her dental expenses claim.

So the complaint was passed to me. I made it clear that my decision would only consider the remaining issue in dispute – whether Great Lakes acted fairly when it turned down part of Miss G's dental expenses claim.

I issued a provisional decision on 2 May 2024 which explained the reasons why I thought Miss G's complaint should be partly upheld. I said:

*'First, I must reiterate that this decision will only consider the remaining issue in dispute – whether Great Lakes handled Miss G's dental claim fairly. Mr A has already accepted our investigator's findings on his own medical expenses claim and compensation has already been paid for failings made by the medical assistance company. Therefore, these particular points have already been addressed and settled. As such, it would be entirely inappropriate for me to comment on those issues any further.'*

*The relevant regulator's rules say that insurers must handle claims promptly and fairly. And*

that they mustn't turn down claims unreasonably. So I've considered, amongst other things, the policy terms and the available evidence, to decide whether I think Great Lakes treated Miss G fairly.

I've first considered the policy terms and conditions, as these form the basis of the contract between Miss G and Great Lakes. Miss G made a medical expenses claim, so I think it was appropriate for Great Lakes to consider her claim in line with the medical expenses section of the policy. This includes the following:

'What is covered

Emergency dental treatment for the immediate relief of pain **or for the emergency repair of dentures** or orthodontic appliances to alleviate distress in eating.' (My emphasis added).

The policy also includes a list of things Great Lakes has chosen to exclude from cover. One of these is:

'Any provision of dentures, prosthetic limbs, hearing aids, contact or corneal lenses or prescription spectacles.'

In addition to the cost of removing a tooth - which Great Lakes has already covered - Miss G has claimed for a denture adjustment and a dental implant. I therefore need to decide whether I think it was fair for Great Lakes to decline to cover those particular costs.

Before specifically addressing this point, I'd explain that there seems to have been some confusion between the parties and between us as to the nature and duration of Miss G's trip. Great Lakes has recently suggested that it believes the trip ended on 26 January 2022. As Miss G says the extraction and denture adjustment took place on 7 February 2022, Great Lakes now indicates it considers all of the dental work to have taken place outside of the cover dates.

I disagree. The flight booking information Miss G and Mr A sent Great Lakes at the very outset of their claim – over two years ago – shows that they were travelling to T between 2 January 2022 and 12 February 2022. Their particular premium level of policy cover included a maximum trip length of 41 days. While they travelled internally in T during their holiday, I'm satisfied the tooth extraction and denture adjustment work took place squarely within the scope of policy cover.

It's clear too that there has been some confusion as to where and when the dental work took place. Miss G has consistently told us that the tooth extraction took place on the same day as the denture adjustment – on 7 February 2022, at a dentist in T. She says the adjustment was required because following the tooth removal, her denture no longer fitted and she wouldn't have been able to eat. The treatment plan Miss G sent us clearly shows that the adjustment and extraction were scheduled to happen at the same time at a practice in T. Despite my requests, Great Lakes says it can no longer access Miss G's dental invoices and therefore, it can't demonstrate where or when the adjustment work took place.

I've thought about this carefully. On balance, given the evidence and Miss G's clear and consistent testimony, I find it's more likely than not that the denture adjustment did take place on 7 February 2022, in T. Great Lakes has been unable to provide me with any persuasive evidence to counter Miss G's plausible version of events. So I currently think the treatment most likely happened whilst Miss T was abroad, during an appointment which Great Lakes already appears to have accepted included some emergency dental work (in the form of the tooth extraction).

*The policy terms clearly state that denture repairs are covered to alleviate distress in eating. By Miss G's account, the denture required adjustment because one of her teeth had been removed. Without the adjustment, Miss G says she'd have been unable to eat. On that basis then, it seems to me that the denture adjustment work is clearly covered by the medical expenses section of the policy. I don't think I could fairly or reasonably conclude that an effective repair to a denture to ensure Miss G could make use of it forms the 'provision' of a denture. So I don't find this work to be excluded from cover.*

*Great Lakes has also referred to the fact that as the denture adjustment work formed part of an overall treatment plan, it can't be deemed to have been emergency work. I disagree. The tooth extraction was also part of this plan – and Great Lakes has already accepted and paid for this cost. I don't find an overall treatment plan, spanning a few months, which set out all the dental work Miss G would ultimately require, means that the initial treatment wasn't emergency in nature.*

*On that basis then, I currently think that it wasn't fair or reasonable for Great Lakes to decline to pay for Miss G's denture adjustment cost. And so I intend to direct it to pay £150 for this treatment, together with interest.*

*Miss G has also claimed for an implant. However, while I don't doubt that this may have been a necessary part of Miss G's overall treatment, I don't think I could fairly find that it was emergency dental work which would immediately relieve pain or alleviate distress in eating. That's because it often takes place over the course of a few weeks, to allow the implant to settle into the jaw. Miss G also accepts the implant crown was fitted after her injuries had healed.*

*I'd add that I don't think Great Lakes has handled this claim as well or as promptly as it should and could have done. I think it had enough information many months ago to accept and settle the denture adjustment part of Miss G's claim and I think she's been put to unnecessary trouble and upset in having to chase things up repeatedly. So I'm also intending to tell Great Lakes to pay Miss G £100 compensation.'*

I asked both parties to send me any further evidence or comments they wanted me to consider.

Both Miss G and Great Lakes told us that they accepted my provisional conclusions.

### **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.

Having done so, as both parties have accepted my provisional findings, I see no reason to change them.

So my final decision is the same as my provisional decision and for the same reasons.

### **My final decision**

For the reasons I've given above and in my provisional decision, my final decision is that I partly uphold this complaint.

I direct Great Lakes Insurance SE to:

- Pay Miss G £150 for the cost of her denture adjustment, together with interest at an

annual rate of 8% simple from four weeks after the date it received the claim until the date of settlement\*; and

- Pay Miss G £100 compensation.

\* If Great Lakes considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Miss G how much it's taken off. It should also give Miss G a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 21 June 2024.

Lisa Barham  
**Ombudsman**