

The complaint

Ms P is unhappy with the way in which Great Lakes Insurance UK Limited handled a claim made on her travel insurance policy – including the assistance she received whilst abroad after she was injured.

All reference to Great Lakes includes its agents and the medical assistance team. And although Ms P is being represented in this complaint, I've referred to her throughout as she is the policyholder.

What happened

I issued my provisional decision on this complaint earlier in July 2024. I said:

.....

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

The relevant policy terms (under section 3a – emergency medical & repatriation costs) says:

We will pay up to the amount shown on the table of benefits for each insured person who suffers sudden and unforeseen bodily injury...during a trip outside your home country for the following:

...medical expenses...for the immediate needs of an unforeseen medical emergency, when deemed necessary by a recognised doctor and agreed by our medical officer.

This section also lists special conditions relating to claims. One of these says:

In the event of your bodily injury... we reserve the right to relocate you from one hospital to another and arrange for your repatriation to your home country at any time during the trip. We will do this **if the doctor in attendance and our medical officer agree you can be moved safely and/or travel safely to your home country to continue treatment** [my emphasis].

The handling of the claim

I'm satisfied that Great Lakes acted fairly and reasonably by agreeing to cover the initial treatment costs abroad. Great Lakes initially proposed arranging Ms P's repatriation for around 2 July 2023 so that she could continue rehabilitation treatment – almost three weeks after Ms P's surgery and almost one week after her follow up appointment. This was based on the advice of its medical team.

Even if Great Lakes ought to have obtained the treating doctor's opinion on whether Ms P was fit to fly (and if so, on what conditions) before proposing this date for repatriation, I'm satisfied that after informing Ms P's son of the proposed repatriation plan, it did take into account the advice of the treating doctor's assistant (obtained by Ms P's son) who said that it

was important for Ms P not to travel at that stage. The report reflects that the risk of deep vein thrombosis (DVT) was “incredibly high” post-operation, especially when flying. As a result, repatriation didn’t go ahead at that stage which I think was fair in the circumstances.

Great Lakes’ medical team was still of the opinion that Ms P was fit to fly with an escort travelling in economy plus so that her leg could be fully extended. It also advised that she’d require wheelchair assistance and a blood thinning medication would need to be administered prior to the flight.

I’m not a medical expert. And whilst that doesn’t seem an unreasonable suggestion – and addresses the concerns raised by the treating doctor’s assistant at the time as to why Ms P wasn’t fit to fly – the policy terms do say that the attending doctor and Great Lakes’ medical officer should agree that Ms P can travel safely to her home country to continue treatment. I can understand why Ms P’s son was concerned that, at that stage, Great Lakes hadn’t proactively sought to discuss with the treating doctor their concerns about why Ms P wasn’t fit to fly and Great Lakes’ medical team’s suggestion to overcome those concerns. And why he repeatedly asked for Great Lakes’ medical team to speak with the treating doctor given the DVT risks that had been identified.

Relying on its medical team’s advice, Great Lakes concluded that cover would expire under the policy on 9 July 2023 (the maximum trip duration) and further treatment for Ms P’s condition wouldn’t be pre-approved. I don’t think it was fair and reasonable for Great Lakes to rely solely on its medical team’s advice when taking that decision in the circumstances of this case, without obtaining further input from the treating doctor.

Looking at Great Lakes’ internal notes, I’m satisfied that the first time Great Lakes tried to contact the treating doctor to discuss its’ medical team’s advice was 7 July 2023, which was two days before it had said that cover under the policy would end. I’m satisfied that this could’ve reasonably been done earlier and if Great Lakes had attempted to do so, this is likely to have avoided Ms P experiencing unnecessary worry.

However, I’m not persuaded on the balance of probabilities that trying to contact the treating doctor earlier is likely to have prevented Great Lakes from ultimately agreeing to only extend cover until 21 July 2023 before deciding that it wouldn’t cover any treatment costs beyond that date.

That’s because, despite Great Lakes’ repeated attempts to contact the treating doctor to discuss the proposed plan for repatriation, the treating doctor didn’t respond.

Although the doctor’s assistant did - and said there were still concerns about DVT or the risk of bleeding if blood thinners were administered - they’re not the attending doctor as required by the policy terms. Further, I’ve taken into account what Great Lakes’ medical team said at the time; that there was no mention of Ms P having a blood disorder or evidence that there was a risk of bleeding if Ms P had blood thinning medication before the flight.

And as the treating doctor hadn’t provided an up-to-date medical report explaining why Ms P was not fit to fly at that stage, I don’t think Great Lakes concluded as of 21 July 2023 that it was ending coverage for medical treatment abroad, relying on its medical team’s advice that Ms P was fit to fly with two escorts, in flat bed upgraded seat and with DVT prevention medication. It concluded that the treating doctor would need to provide strong medical reasoning why Ms P wasn’t fit to fly based on those conditions. I also think it was fair and reasonable, having attempted to contact the treating doctor on a number of occasions, that Great Lakes told Ms P’s son that it wouldn’t be looking to proactively contact them again at that stage.

However, I do think it would have been fair and reasonable for Great Lakes' to have replied to Ms P's son's emails in August 2023 asking whether Great Lakes' medical team had been in contact with the treating doctor – even if was to confirm that it hadn't and to reiterate that it wouldn't be contacting the treating doctor (but would consider anything they received from them).

I also think Great Lakes acted fairly and reasonably by arranging - and agreeing to cover the costs of - Ms P's repatriation to the UK towards the end of September 2023, after it was reported that Ms P was fit to fly in mid-September.

Great Lakes has also agreed to cover medical costs incurred up to 21 July 2023 which, for the reasons set out above, I think was fair and reasonable. I don't think it has to cover medical costs incurred after that date whilst abroad as, by that stage, I think Great Lakes had fairly concluded – relying on its medical team's opinion and in the absence of the treating doctor's updated opinion – that Ms P was fit to fly with conditions.

Distress and inconvenience

I'm satisfied that there were times when Great Lakes didn't act fairly and reasonably when handling Ms P's claim abroad. I'm satisfied this would've caused her unnecessary worry at an already difficult time.

I know Mr P's son spent a lot of time communicating with Great Lakes about whether its medical team had spoken with Ms P's treating doctor to agree a repatriation plan because the medical advice about whether Ms P was fit to fly differed. However, he isn't named on the insurance validation certificate. So he isn't party to the contract of insurance between Ms P and Great Lakes and isn't therefore an eligible complainant in his own right. So, I don't have any power to award compensation personally to him for the distress and inconvenience he experienced. However, I think it's fair to assume that this would've only added to Ms P's upset and worry.

I think Great Lakes should pay Ms P £250 compensation for the impact of Great Lakes not trying to speak with the treating doctor directly about repatriation plans and not responding to requests for updates in August 2023.

.....

I invited both parties to provide any further information in relation to my provisional decision.

Great Lakes had nothing to add.

Ms P said she made a data subject access request (DSAR) in August 2023. However, almost one year later, she has yet to receive a substantive response to this request. She says not responding to this request in a timely manner only favours Great Lakes particularly if that information would be relevant to this complaint. Ms P has therefore raised an additional complaint with a separate organisation about this.

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, and considered the responses to my provisional decision, I'm satisfied that there's no compelling reason for me to depart from my provisional findings.

I'm satisfied that I have enough information from the parties to determine whether Great Lakes acted fairly and reasonably in the circumstances of this complaint.

If Great Lakes hasn't complied with Ms P's DSAR request she's free to pursue that complaint with the organisation she says she more recently raised her concerns with.

For reasons set out in my provisional decision (an extract of which is set out above and forms part of this final decision), I partially uphold Ms P's complaint.

My final decision

I partially uphold Ms P's complaint and direct Great Lakes Insurance UK Limited to pay Ms P £250 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P to accept or reject my decision before 26 August 2024.

David Curtis-Johnson
Ombudsman