

## **The complaint**

Mr and Mrs M are unhappy with the assistance received under a travel insurance policy underwritten by Great Lakes Insurance SE when Mr M required emergency medical treatment whilst abroad.

All reference to Great Lakes includes its agents and medical assistance team.

## **What happened**

I issued my provisional decision earlier in July 2024 explaining why I was intending to partially uphold this complaint and direct Great Lakes to pay £700 compensation to Mr and Mrs M for the distress and inconvenience it caused them. An extract of my provisional decision is set out below:

.....

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

That includes all submissions made by Mr and Mrs M including their letters to the Financial Ombudsman Service dated 23 October 2023 and 19 and 24 February 2024.

I acknowledge that I've summarised this complaint in far less detail than Mr and Mrs M have, and in my own words. I won't respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as we are an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I haven't. I'm satisfied I don't need to comment on every individual point to be able to fulfil my statutory remit.

So that everyone is clear, I confirm that I'm only determining issues that occurred, and were complained about by Mr and Mrs M, up to the date of Great Lakes' final response letter dated September 2023.

I know that Mr and Mrs M are unhappy that aspects of their claim weren't paid but as the claim was submitted after the date of the final response letter, those issues don't form part of the complaint I'm determining. If they haven't already done so, Mr and Mrs M are free to complain to Great Lakes about the aspects of the claim they say remain unpaid and any associated delays with payment.

I've focussed on the concerns raised about the medical assistance received whilst abroad and issues raised around repatriating Mr M to the UK. And for reasons I'll go on to explain, I'm intending to find that errors were made by Great Lakes, and it didn't always act fairly and reasonably.

Medical assistance and repatriation

Great Lakes has an obligation to handle insurance claims fairly and promptly.

In its final response letter, Great Lakes accepts that there were times it should've better communicated with Mrs M about what was going on and provided updates. It also accepts that options weren't provided to Mrs M on the morning of Mr M's repatriation when it was confirmed that she wouldn't be allowed to travel with him by air ambulance back to the UK. It's apologised and said that internal feedback has been given.

However, I don't think that's sufficient or fairly reflects the impact of Great Lakes' errors in the circumstances of this case.

From the email correspondence from around this time, I'm satisfied that Mrs M was very worried about the lack of information she was being given. I'm satisfied this would've impacted Mr M too, as he was the one awaiting treatment which at one stage was considered to be very urgent by the treating hospital, and then subsequently repatriation.

I think it's reasonable for Mr and Mrs M to have felt like this. They were in a very difficult and vulnerable situation and Mrs M told Great Lakes at an early stage that she experiences anxiety. I think had Great Lakes provided a better service, it would've eased some of their worry and distress.

Further, I'm satisfied that Mrs M was put to the unnecessary trouble of having to proactively contact Great Lakes for updates at already difficult time when Mr M had been urgently admitted to hospital.

Mr and Mrs M also say that Great Lakes was unable to provide details of a hospital Mr M should attend when they first contacted it for assistance. They say Great Lakes then recommended a hospital far from where they were staying, and it was their taxi driver who recommended the hospital Mr M was subsequently admitted to. They say that around an hour later Great Lakes' representative contacted them to advise them to attend the hospital they were already at. Great Lakes hasn't provided any evidence to the contrary. So, I'm persuaded by Mr and Mrs M's submissions on this point which I find to be consistent and plausible.

I accept this would've been frustrating and upsetting for Mr and Mrs M given the medical emergency. And I think this likely, and reasonably, led Mr and Mrs M to be worried about the support they might receive. Especially given their (I'm persuaded) genuinely held fears at the time that had they relied on Great Lakes' initial recommendation, this could've been fatal for Mr M.

I'm also satisfied that Great Lakes should've acted more quickly than it did to provide a guarantee of payment to the hospital on 21 July 2023, once it had obtained Mr M's medical history from his GP. Mrs M and the treating hospital repeatedly contacted it for updates on and before 21 July 2023 and it said a referral had been made to the underwriter given the cost estimate.

However, the treating hospital were keen to proceed with the angiogram, as it had already been cancelled two days previously. And although Mr M wasn't in a life-threatening situation, I can understand why Mr and Mrs M wanted the angiogram to take place that day as rescheduled by the treating hospital and to prevent further delays.

Given the time taken by Great Lakes to provide this guarantee of payment, I'm satisfied that the angiogram was further unnecessarily delayed.

I know Mr M shortly became very unwell. However, I'm not persuaded that the medical

evidence supports that had the angiogram had taken place on 19 or 21 July 2023, this would've prevented Mr M's health deteriorating. However, I am satisfied that the delay caused unnecessary worry, upset and frustration to Mr and Mrs M and Mrs M spent time unnecessarily chasing Great Lakes for the guarantee of payment.

I'm intending to find that Great Lakes should pay Mr and Mrs M a total of £700 compensation for distress and inconvenience.

I know that Mr and Mrs M will be disappointed as they feel that there were other errors that Great Lakes made. However, I'm not currently satisfied that's the case. I'll explain why.

- I'm satisfied that it was fair and reasonable for Great Lakes to want to initially verify cover before providing a guarantee of payment to the treating hospital (for an angiogram, and if needed, angioplasty and stent). That's standard industry practice and it usually involves wanting to obtain the patient's medical history from their GP for example, to check whether all pre-existing medical conditions were disclosed when applying for the policy. That's what Great Lakes did in this case and in principle, I think that was fair and reasonable.
- I'm satisfied that it promptly requested the GP records after it received the consent form back from Mr and Mrs M and when the GP said it required a wet signature, I don't think it was an unreasonable in the circumstances of this case – and in an attempt to expediate matters - for Great Lakes to ask Mrs M to contact the GP surgery directly to make this request.
- The treating hospital provided a costs estimate for the angiogram and said this could possibly take place on 19 July 2023. I accept that this didn't go ahead but I don't think it would be fair to hold Great Lakes responsible for that (as opposed to the second delay which occurred on 21 July 2023 referred to above).
- The GP information wasn't received until 18 July 2023, but Great Lakes did inform the treating hospital that if Mr M required lifesaving surgery then this should go ahead, which I think was reasonable in the circumstances. It also said it would provide an emergency guarantee of payment for life threatening interventions and procedures Mr M needed. But ultimately the treating hospital confirmed that Mr M wasn't in a life-threatening situation.
- I'm satisfied that upon receipt of the GP information, Great Lakes promptly referred the matter to its medical team and it then promptly raised a further query with the GP surgery.
- Whilst it was awaiting the GP information, I'm satisfied from the communications I've seen that Great Lakes authorised the angiogram early in the afternoon of 19 July 2023 which I think was reasonable. However, the treating hospital wouldn't accept the guarantee of payment for only the angiogram at that stage. I don't think I can reasonably hold Great Lakes responsible for that. At that stage, it hadn't been able to reasonably verify cover. And although cover was confirmed to be in place later that afternoon the treating doctor had left for the day and Great Lakes needed to obtain internal approval for the full guarantee of payment due to the costs involved, which again isn't unusual.
- I'm satisfied from the end of July 2023, Great Lakes proactively tried to obtain travel recommendations from the treating hospital, including advice as to whether Mr M was fit to fly and on what basis. I'm satisfied whilst waiting for the treating doctor's

recommendations, Great Lakes acted reasonably by initially considering repatriating Mr M on a commercial flight with a medical escort, relying on the advice of its' medical team. And after the treating doctor advised on around 9 August 2023 that Mr M would only be fit to travel by air ambulance, I'm satisfied it promptly took reasonable steps to authorise this internally and arrange quotes for an air ambulance.

- I'm satisfied that Great Lakes was initially told that an air ambulance could be arranged for 12 August 2023 subject to bed acceptance in the UK. I'm also satisfied that it was reasonable for Great Lakes to let the air ambulance providers liaise with the UK hospital to confirm bed admission and was proactively trying to get updates from them. For example, I've seen an email from Great Lakes dated 13 August 2023 chasing for an update and being told that they were still waiting for confirmation that there was a bed available.
- I'm satisfied that it was fair and reasonable for repatriation not to take place until a bed had been confirmed for Mr M in a UK hospital. And I don't think it would be fair and reasonable to hold Great Lakes responsible for this delay in the circumstances of this complaint.
- After repatriation took place on 18 August 2023, Mr and Mrs M are understandably upset that when Mr M arrived at the UK hospital to be admitted for treatment, a bed wasn't ready for him. Particularly as the reason for repatriation delay was to ensure that one available for him. However, I've seen evidence from the air ambulance provider reflecting that the bed was arranged on 17 August 2023 and its team spoke to the ICU nurse charge, who advised that they would make the accepting consultant aware of the Mr M's arrival. I think it's unlikely that the air ambulance provider would've proceeded with the repatriation on 18 August 2023 without this assurance. So, in the absence of any further evidence to the contrary, I'm satisfied that it wouldn't be fair and reasonable to hold Great Lakes responsible for the bed not being initially available at the UK hospital on Mr M's arrival.
- As stated above, I'm satisfied that Great Lakes could've better handled Mrs M's repatriation after it was confirmed that she wouldn't be able to accompany Mr M in the air ambulance. However, I am satisfied that Great Lakes sought to prepare Mrs M for the possibility of not being able to travel with Mr M as she was told that this was a decision of the air ambulance provider which I think was fair.
- Mr and Mrs M says the doctor on board the air ambulance didn't have an issue with Mrs M boarding the air ambulance. That may have been what Mr and Mrs M were told however I'm more persuaded by an email Great Lakes received from the air ambulance provider dated 18 August 2023 which reflects that they had declined allowing Mrs M to travel on the air ambulance "as previously advised". I don't think that's a decision that Great Lakes is reasonably responsible for.

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

Great Lakes thought £700 total compensation was too high. It suggested £500 was a fairer amount.

Mr and Mrs M said, in summary, that Great Lakes doesn't appreciate the impact of its poor behaviour and hasn't acknowledged or apologised for their errors. This has made things worse for them. They've also provided a copy of a recent letter they'd sent Great Lakes which they've asked me to consider.

### **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've taken on board Mr and Mrs M's points in their most recent letter to Great Lakes – many of which I was aware of when provisionally deciding this complaint and took into account.

I've also taken into account Great Lakes' suggestion that fair compensation for the impact of its errors should be in the region of £500, rather than the £700 I provisionally directed it to pay Mr and Mrs M.

I've set out fully in my provisional decision the reasons why I consider £700 compensation to be a fair reflection of the total impact on Mr and Mrs M. And I'm satisfied there's no compelling reason for me to change my mind on that amount.

I'm also satisfied from the correspondence I've seen that Great Lakes did apologise for some of its errors, however I accept that I've found that there were other times when Great Lakes didn't act fairly and reasonably which it hadn't previously acknowledged and apologised for. I've taken this into account when considering the overall impact on Mr and Mrs M.

For reasons set out in my provisional decision (an extract of which is set out above and forms part of my final decision), I partially uphold this complaint and direct Great Lakes to pay total compensation in the sum of £700 for distress and inconvenience to reflect the cumulative impact on both Mr and Mrs M.

### **My final decision**

I uphold this complaint to the extent set out above 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 Mr and Mrs M to accept or reject my decision before 26 August 2024.

David Curtis-Johnson  
**Ombudsman**