

The complaint

Mr and Mrs R complain about the way that Great Lakes Insurance UK Limited handled a medical expenses claim they made on a travel insurance policy.

All references to Great Lakes include the agents acting on its behalf.

What happened

The background to this complaint is well-known to both parties. So I've simply set out a summary of the key events.

In January 2024, Mr and Mrs R were abroad on holiday. Unfortunately, on 8 January 2024, Mrs S had an accident and suffered a fracture to her shoulder. She was assessed by a medical centre which concluded that Mrs R needed surgery within 96 hours. So she and Mr R made a claim on the policy.

Great Lakes' emergency medical assistance team looked into the claim. Its medical team concluded that it would be best if Mrs R underwent surgery abroad rather than returning to the UK. But the clinic Mrs R had initially been taken to (which I'll call C) had said it couldn't carry out the surgery. So Great Lakes looked into other local facilities which would be able to operate on Mrs R's shoulder. It had difficulties in doing so. But it planned to arrange for Mrs R to be transported to another hospital (which I'll call K) for treatment.

However, on 11 January 2024, Great Lakes let Mr and Mrs R know that it no longer considered surgery abroad to be medically necessary. That's because it had been told that the teams at C and K had agreed that surgery wasn't urgent – and indeed, that Mrs R didn't need surgery at all, as her injury would self-heal. The assistance team spoke with another doctor abroad at a separate hospital who also didn't think Mrs R needed surgery.

On that basis, Great Lakes' medical team reviewed things again. And Great Lakes concluded that Mrs R could be repatriated back to the UK with a medical escort. Therefore, it made arrangements for a medic to fly out to Mrs R. Subsequently, Mrs R was repatriated back to the UK on 14 January 2024 and was taken to A&E. After being referred to the fracture clinic, Mrs R underwent surgery on 18 January 2024.

Mr and Mrs R were very unhappy with the way Great Lakes had handled the claim. In brief, Mrs R had received an email on 9 January 2024 which stated that she needed surgery prior to her repatriation due to the risk of her developing an embolism. So Mr and Mrs R felt Great Lakes had put her health at risk and also that it had provided contradictory information.

Our investigator didn't think Great Lakes had made any significant errors or that it needed to pay Mr and Mrs R any compensation. In summary, he felt the policy terms made it clear that Great Lakes wouldn't pay for treatment abroad which could wait until a policyholder returned home. He was satisfied that Great Lakes had taken reasonable steps to try and find a hospital which could treat Mrs R. While he acknowledged that Great Lakes had initially intended to cover the cost of Mrs R undergoing surgery abroad, he thought it was entitled to rely on the opinions of the doctors from C and K that this was no longer necessary. He felt

too that it had taken prompt steps to organise repatriation and that it had obtained evidence that Mrs R was fit to fly.

Mr and Mrs R disagreed and I've summarised what Mrs R said:

- She provided a letter from her treating surgeon in the UK, who confirmed that surgery had been necessary;
- She said that Great Lakes had caused a great deal of upset and stress;
- She considered we should specifically comment on each point she's raised;
- There'd been delays in the handling of the claim, for which Great Lakes was responsible and it hadn't provided timely updates as to what was happening;
- She felt Great Lakes should have arranged an ambulance to a private hospital when C said it couldn't carry out the surgery;
- By the time they'd been told the surgery wouldn't be taking place; the 96-hour limit for it to happen had already elapsed;
- Great Lakes' own repatriation procedures said that Mrs R should be assessed by a doctor before flights were arranged. However, this hadn't happened between Mrs R initially being deemed fit to fly on the day of the accident and her assessment by the medical escort;
- She questioned why Great Lakes hadn't arranged repatriation as soon as it knew surgery wasn't urgent, rather than waiting for a further escort to fly out to bring her back;
- The medical escort didn't have all of the medication Mrs R needed;
- Mrs R felt Great Lakes had tried to get out of, and couldn't be bothered to pay for her surgery abroad;
- Mr and Mrs R felt Great Lakes should pay compensation for the trauma, anxiety, distress, contradictions, the worry it had caused and its failure to follow procedures.

The complaint's been passed to me to decide.

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, whilst I'm very sorry to disappoint Mr and Mrs R, I don't think Great Lakes needs to pay them any compensation and I'll explain why.

First, I'd like to say how sorry I was to hear about Mrs R's painful injury and the impact this had on her. I don't doubt how much worry and upset Mrs and Mr R experienced as a result of the situation they were in and I do hope that Mrs R is now making a good recovery.

I'd also like to reassure Mr and Mrs R that while I've summarised the background to this complaint and their detailed submissions to us, I've carefully considered all that's been said and sent. In this decision though, I haven't commented on each point that's been raised and I'm not required to by our rules. That's to reflect the role of our service as an informal alternative to the courts. Instead, I've focused on what I think are the key issues.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. I've taken those rules into account, amongst other relevant considerations, such as regulatory principles, the policy terms and the available evidence, to decide whether I think Great Lakes treated Mr and Mrs R fairly.

I've first considered the policy terms and conditions, as these form the basis of the contract

between Mr and Mrs R and Great Lakes. Section three of the policy sets out '*Emergency Medical & Repatriation Expenses*' cover, which includes a policyholder's necessary emergency medical treatment costs; the costs of repatriation if medically necessary; and the cost of a medical escort if this is deemed necessary by Great Lakes' medical officer. Page three of the policy says:

'Please note: this policy does not provide cover for treatment that can be delayed and carried out after your repatriation home.'

There's no doubt that following Mrs R's injury, the evidence from C indicated that she needed shoulder surgery. Great Lakes assessed the medical evidence from C, as I'd reasonably expect it to do and it sought the opinion of its medical team. Based on that information, Great Lakes agreed to cover the claim and its medical team concluded that it would be better for the surgery to happen abroad. I don't think that was an unreasonable position for Great Lakes to take, given the evidence it had at that time.

It's unfortunate that C indicated that it wouldn't carry out the surgery and that it couldn't arrange onward transport. I appreciate Mr R was asked to visit C to ask if it could make such arrangements which put him to time and trouble. But I think Great Lakes asked him to take this step to move the claim along and in the circumstances, I don't find this to be inherently unreasonable. And while Great Lakes was in a position to arrange an ambulance for Mrs R, I don't think it could reasonably have done so until it had confirmed with another clinic that it could admit her and operate.

Great Lakes has provided us with copies of its assistance team's notes and emails. I can see that it made several attempts over the course of the claim to arrange for Mrs R to be transferred for surgery. I don't think I could fairly hold Great Lakes responsible for the hospitals' inability to undertake Mrs R's operation. I appreciate she was in a great deal of pain and that she was worried about the surgery taking place quickly. But I find that Great Lakes did take reasonable and appropriate steps to find a hospital which could treat Mrs R. I've also seen nothing to suggest that if surgery abroad could have been arranged, Great Lakes wouldn't have covered the costs of it.

On 11 January 2024, the assistance team was told that C and K had discussed Mrs R's situation and that she no longer needed surgery abroad. It seems to have been felt that Mrs R's injury would self-heal. Great Lakes has provided us with evidence which shows that it was given this advice by medical professionals. As Mrs R had initially been assessed by medics at C, I don't think it was unreasonable for Great Lakes to rely on the conclusions of Mrs R's initial treating hospital when weighing up how best to proceed. I also think it sought to ensure Mrs R was treated appropriately by seeking the opinion of another doctor. And I can see that the new medical evidence was reviewed by one of Great Lakes' medical team before the decision to repatriate Mrs R was made. This is in line with what I'd reasonably expect Great Lakes to do.

So while I appreciate Great Lakes had originally had concerns about Mrs R suffering an embolism if she flew home ahead of surgery taking place, I don't think it acted against medical advice when it ultimately relied on the opinions of the teams at C and K and of its own medical team.

I should make it clear that I appreciate that ultimately, Mrs R did need surgery and had an operation four days after she returned to the UK. So I can understand why she's concerned that Great Lakes relied on misleading or inaccurate medical opinion. But based on the information Great Lakes had while Mrs R was abroad, I don't think it was unfair for it to conclude that Mrs R could be repatriated. And I've also seen no compelling medical evidence which suggests that Great Lakes acted against medical advice or that Mrs R's

injury and recovery was exacerbated by the broadly 10 day period between the accident and the operation.

It's clear how strongly Mr and Mrs R believe that Great Lakes delayed Mrs R's repatriation and that it should have flown her straight back to the UK for surgery without a medical escort. I've thought about this. But from all I've seen, I'm satisfied that Great Lakes took prompt steps to look into arranging repatriation for Mrs R, taking into account her medical requirements, such as a ground ambulance. It would always have taken Great Lakes some time to arrange a return flight for Mrs R – because it seems she needed additional seating and assistance. And given the medical team felt Mrs R needed a medical escort, I think it was entirely fair and appropriate for Great Lakes to arrange for a medical escort to travel out to her and back with her. I haven't seen enough evidence to persuade me that Great Lakes could or should have arranged repatriation significantly sooner than it did. I'd also add that I think the available evidence shows Great Lakes took fair and reasonable steps to keep Mr and Mrs R updated as to what was happening.

I appreciate Great Lakes didn't arrange for Mrs R's fitness to fly to be assessed immediately prior to making arrangements for her return to the UK. I understand Mrs R believes Great Lakes acted outside of its own procedures. But the evidence indicates that C had told Great Lakes that Mrs R was fit to fly at the outset. There'd been no noted change to her condition with regards to her fitness to fly. So I don't think it was unreasonable for Great Lakes to rely on the original fit to fly it had been given. And I can see from the medical escort's notes that they too assessed Mrs R as fit to fly prior to the repatriation flight. So in the round, I don't think that Great Lakes has made any material error here.

Mrs R says that the flight escort didn't have enough medication for her during the flight. The medical escorts' notes say: *'pain being managed ok, but (medication) run out so given paracetamol instead.'* Great Lakes says there are limits on what medications can be brought across borders, which I accept may have impacted the medical escort's ability to provide medication. However, the notes from the escort suggest Mrs R's pain was being appropriately managed and I can see that when Mrs R first complained to Great Lakes, she said the *'journey had been carried out to her satisfaction'*. And that the escort had been *'very helpful'*. So I don't think there's enough evidence to show that the medical escort's actions led to Mrs R being in pain or discomfort.

I do sympathise with Mr and Mrs R's position and I'm very sorry to hear about the worry and anxiety they've both been caused. But I need to decide whether I think there's enough evidence to show that Great Lakes handled this claim unfairly or that any error it made caused Mr and Mrs R to suffer trouble and upset. And based on all I've seen; I don't think it has. I think the evidence shows that Great Lakes took fair, reasonable and appropriate steps to handle Mrs R's claim, in line with the evidence it had available. As such then, I don't think I could fairly or reasonably make any award of compensation.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R and Mrs R to accept or reject my decision before 15 January 2025.

Lisa Barham
Ombudsman