

## **The complaint**

Mr and Mrs P are unhappy that Great Lakes Insurance SE declined a claim made on their travel insurance policy ('the policy') after Mr P required medical treatment abroad. And that the recent medical evidence Mr and Mrs P has provided hasn't changed its position.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. I'll focus on giving the reasons for my 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.

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

I have a lot of empathy for Mr and Mrs P's circumstances, and the worrying time they've been through. I know they'll be very disappointed but for the reasons explained below, I'm satisfied Great Lakes acted fairly and reasonably by maintaining its decision to decline the claim.

- The policy contains general exclusions and one of these says Great Lakes won't pay "for any loss, damage, cost or expense directly or indirectly caused by...failure to take medical precautions, advice and treatment". That includes "your failure to follow the medical advice, accept the treatment or take the prescribed medication recommended by a General Practitioner, prior to or during an insured journey". I'll refer to this as "the exclusion".
- I'm satisfied the medical evidence reflects that before Mr and Mrs P went on holiday Mr P was diagnosed with atrial fibrillation. And that his consultant respiratory physician ('the consultant') discussed anticoagulation to reduce the risk of stroke in the presence of atrial fibrillation. The consultant's letter dated March 2022 says: "I have requested Mr P's GP to continue the management and review anticoagulation with the patient – at present he didn't want to start this today but was going to go away and look up more information about it".
- There's an entry in Mr P's GP notes from April 2022 (before the holiday) reflecting that there was a telephone consultation and it's noted that anticoagulation had been declined. I'm satisfied that Great Lakes has fairly relied on this entry to conclude that Mr P was told about this medication, there was a long chat about stroke risk with atrial fibrillation and that he wasn't keen to start anticoagulation as he was worried about complications. I've also seen no medical evidence to suggest that Mr P was medically advised at the time that anticoagulation wasn't suitable for him or that the potential risks outweighed the potential benefits, or that he shouldn't take them.
- The medical record from the treating hospital abroad reflects: "recent diagnosis of A-

Fib...Patient prefers not to be on anticoagulation”.

- The consultant’s letter dated September 2022 (after the date the claim was declined) reflects that they discussed the risks and benefits of taking this medication (which is consistent with what the consultant said in March 2022). The consultant also says Mr P didn’t refuse medication as such; “weighing up the risks and benefits of anticoagulation is a personal patient choice” and the decision to take it is their choice to make.
- I don’t think Great Lakes has concluded that this letter nor a more recent letter dated June 2024 from the consultant meant that it shouldn’t have relied on the exclusion to decline the claim. The consultant’s letter dated June 2024 again confirms that the risk and benefits of anticoagulation were discussed with Mr P in March 2022. Ultimately it was left for Mr P to decide if he wanted to start this treatment and for his GP to follow this up with Mr P to see if he wanted to go ahead with anticoagulation.
- Mr P says he didn’t discuss this with his GP in April 2022 and that the entry is an error. He’s asked the GP surgery for a call recording, but they’ve confirmed that they don’t have call recordings from 2022. Mr P has also explained why he doesn’t think a call took place with his GP in April 2022, including where he was on the day didn’t have mobile phone reception. However, overall, and without anything from his GP explaining that a call didn’t take place in April 2022, confirming the entry is incorrect and why there’s a telephone consultation entry that date, I’m satisfied it’s fair for Great Lakes to rely on the GP entry.
- I don’t think the further evidence provided by the consultant dated June 2024 undermines that there was a follow up consultation with his GP in April 2022 after the consultation with the consultant in March 2022. And indeed, I think the overall evidence from the consultant supports that there was likely to be a follow up discussion between Mr P and his GP about anticoagulation.
- The medical evidence reflects that the reason Mr P required medical attention whilst abroad and that he was admitted to hospital was because he had a stroke. So, I’m satisfied Great Lakes has fairly relied on the exclusion to decline the claim as it’s fairly concluded there was a causal link between Mr P not accepting anticoagulation and having a stroke.

### **Other issues**

Great Lakes has recently accepted that it shouldn’t have just sent the final response letter dated August 2024 to Mrs P. I’m also satisfied that when Mr P contacted Great Lakes again to provide more evidence, it didn’t inform him that a final response letter had already been sent.

Great Lakes has offered Mr and Mrs P £200 compensation. I’m satisfied that it would’ve been annoying and frustrating for Mr P to find out that a final response had already been sent to Mrs P. They would’ve also been confused why this wasn’t also sent to Mr P. I’m satisfied that Mr P was put to the trouble of providing further information to Great Lakes at a time when he’s unwell and situationally vulnerable. However, I’m satisfied £200 compensation fairly reflects the impact on Mr and Mrs P.

### **My final decision**

I partially uphold this complaint to the extent set out above and direct Great Lakes Insurance SE to pay Mr and Mrs P £200 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs P to accept or reject my decision before 5 May 2025.

David Curtis-Johnson  
**Ombudsman**