

The complaint

Mr and Mrs W are unhappy with the service they received from Great Lakes Insurance UK Limited when they claimed on their travel insurance policy.

What happened

Mr and Mrs W were abroad with their child when Mrs W became seriously ill and required emergency medical treatment. Mr and Mrs W's child has complex needs as a result of a disability – that included the use of a wheelchair and needing assistance with daily activities.

Mr and Mrs W complained to Great Lakes about the service they received, including the assistance relating to medical expenses and the arrangements for returning home. In their final response letter Great Lakes acknowledged they'd made errors in the settlement of the claim and said they'd now issued a full settlement. They didn't address the issues relating to the customer service. Unhappy, Mr and Mrs W referred their complaint to the Financial Ombudsman Service.

Our investigator looked into what happened. He noted that Great Lakes hadn't commented on the customer service. Great Lakes said that having reviewed the complaint they would offer £600 compensation for the distress and inconvenience caused. They acknowledged they could have provided better support and reimbursed Mr and Mrs W more quickly.

The investigator reviewed the complaint and recommended that Great Lakes increased the compensation to £1000. He thought, in summary, there were issues with the initial assistance provided and the arrangements for the repatriation. But, he acknowledged some of the issues were outside of Great Lakes control, such as the hospital not accepting a guarantee of payment in order to reimburse expenses Mr W had already paid. He thought a total of £1000 more fairly recognised the impact on Mr and Mrs W.

Great Lakes accepted the investigator's recommendation. Mr and Mrs W didn't agree and asked an ombudsman to review their complaint. They said it took too long for Great Lakes to decide that it was a medical emergency, and this placed extra stress on them. They said it was lucky they'd had access to a property, cars and assistance with caring for their child. Mrs W also highlighted that she'd had to deal with Great Lakes a lot at a time when she was recovering from surgery.

Mr and Mrs W also said that they wanted to better improve the experience for other families, particularly as they'd had better support when they'd previously accessed support from an insurer. They explained that they didn't offer assistance for Mr W who was acting as sole carer for their child and Great Lakes had failed to acknowledge they'd travelled out in premium economy, not economy. So, the complaint was passed to me to make a 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.

I want to acknowledge at the outset that I recognise what a deeply traumatic and stressful experience Mr and Mrs W went through. The circumstances of Mrs W's admission must have been incredibly frightening and distressing. I also don't doubt that this was particularly stressful because Mr W was left as the sole carer for their child who, from what Mr and Mrs W have said, has complex needs. I have a lot of empathy for what they've said about how difficult and traumatic the experience was for them.

I also wanted to acknowledge that I've summarised this complaint in far less detail than Mr and Mrs W 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 our 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.

The relevant rules and industry guidelines say that Great Lakes has a responsibility to handle claims promptly and fairly. There's no dispute Mr and Mrs W had a valid claim under the policy or that the service Great Lakes offered fell below the standard that Mr and Mrs W ought to have received.

I think £1000 compensation is fair and reasonable in all the circumstances. I say that because:

- Mr and Mrs W were in a vulnerable and stressful situation. I agree they didn't receive the appropriate level of support during the initial phase of their claim. This continued when Mrs W was recovering from her treatment, which was major and very invasive. Mr W was the primary carer for their child and with his wife in a life-threatening condition in hospital and when she was recovering. So, I entirely agree they didn't receive a good level of service at a very difficult time.
- In such circumstances I think it would have been reasonable for Great Lakes to offer a high level of support and assistance. That didn't always happen, particularly when Great Lakes were arranging the repatriation flights. This process could have been handled better and more smoothly, including Great Lakes giving consideration to the class of flight the family had flown out on.
- The communication from Great Lakes also wasn't always as clear as it could have been which caused avoidable distress and inconvenience, particularly when Mr and Mrs W were anxious to return home after a very difficult and distressing experience. This added to their worry at an already difficult time.
- Mr and Mrs W's experience was further complicated by delays in settling the claim. Great Lakes accepted this could have been done more promptly, particularly bearing in mind Mr and Mrs W had paid for these costs upfront. So, this added to their distress and inconvenience.
- There were some issues which I think were outside Great Lakes control and which they weren't responsible for. For example, the hospital wouldn't accept their guarantee of payment and refund Mr W what he'd paid upfront for Mrs W's treatment. And there were issues with the taxi collecting the family from the airport, despite it having been booked to attend.
- I don't think it was unreasonable for Great Lakes to highlight that cover could be stopped by a specific date. I entirely understand why this was worrying and upsetting

for Mr and Mrs W. However, this was in the context of Great Lakes requiring evidence relating to fitness to fly. It's not uncommon for insurers to remind a policyholder if there is an end date on coverage, particularly if medical evidence is being obtained. So, whilst I can understand Mr and Mrs W's frustration, I don't think Great Lakes acted unreasonably.

- I appreciate that Mr and Mrs W want to ensure that other families don't go through the same experience that they did. I entirely understand their sentiments on this point. However, the Financial Ombudsman Service is not the regulator – our role and remit is not to punish or impose a punitive measure on a business. My role is to focus on the specific circumstances of this case and the impact on Mr and Mrs W. However, I hope it reassures Mr and Mrs W to know that Great Lakes are expected to apply any learnings from the findings I've reached in this complaint.
- My decision must also focus on what did happen, not what might have or could have happened. I also need to bear in mind that becoming seriously ill whilst on holiday is extremely upsetting and stressful. Fortunately, Mrs W's urgent care wasn't compromised. So, she received the medical attention she needed from the hospital. Mr and Mrs W also had access to their own accommodation and transport which also lessened the impact of the lack of assistance from Great Lakes. I appreciate that was very fortunate, and not something that Great Lakes should have reasonably relied on, but it is something I need to bear in mind when considering the overall impact on the family.
- I think an award of £1000 compensation is fair and reasonable in all the circumstances. The impact of Great Lakes errors caused substantial distress, upset and worry at an already difficult time. This had an impact on Mrs W, at a time when she was trying to recover from a serious medical emergency. Instead, she spent time and effort chasing Great Lakes about various issues, including travel plans relating to their repatriation and explaining that the original taxi plans needed to be amended. It also added to Mr W's worry when he was trying to care for their son, whilst Mrs W recovered.
- In reaching my conclusions I've considered what Mrs W has said about their experience with a different insurer and the level of support they offered to them due to their child's disability. I appreciate that they might have had a different experience with another insurer but the level of cover is very dependent on the policy terms and the overall circumstances. So, this doesn't persuade me it's fair and reasonable to increase the compensation any further.
- I understand that Mrs W is being chased for settlement of an outstanding bill, as set out in our investigator's findings. Great Lakes needs to provide Mrs W with proof that this outstanding bill has been paid so that she can forward this on to the provider. By accepting our investigator's recommendation it's agreed to do that. If Mr and Mrs W wish to claim any other costs they'll need to send a further claim to Great Lakes, if they haven't done so already.

Putting things right

Great Lakes Insurance UK Limited needs to put things right by:

- Paying Mr and Mrs W a total of £1000 compensation for the distress and inconvenience caused by poor customer service

- Providing a copy of proof of payment for the relevant outstanding invoice if they haven't done so already.

My final decision

I'm upholding Mr and Mrs W's complaint and I'm directing Great Lakes Insurance UK Limited to put things right in the way I've outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W and Mrs W to accept or reject my decision before 20 June 2025.

Anna Wilshaw
Ombudsman