DRN-5864165

The complaint

Mr L has complained that Great Lakes Insurance UK Limited has withheld paying out on a claim he made on a travel insurance policy, contrary to the policy terms and wider regulation.

What happened

Mr L was abroad in November 2024 when he became unwell. He underwent some tests and was advised to return to the UK for treatment. He therefore made a claim on the policy for additional costs incurred.

Great Lakes sent its final response letter (FRL) to the complaint on 28 April 2025. It said that it was unable to confirm coverage for the claim until his GP provided his past medical history.

Our investigator thought that Great Lakes had acted reasonably, in line with the policy terms and conditions. Mr L disagrees with the investigator's opinion and so the complaint has been passed to me for 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 understand that things have moved on since Great Lakes responded to Mr L's original complaint, with coverage for his claim being confirmed in July 2025. However, to be clear, in this decision I can only look at issues that had arisen up to the FRL on 28 April 2025. If Mr L is further dissatisfied by anything that happened after that point, he would need to make a new complaint to Great Lakes in the first instance.

The complaint involves the actions of the medical assistance providers and others involved in the claims process, acting on behalf of Great Lakes. To be clear, when referring to Great Lakes in this decision I am also referring to any other entities acting on its behalf.

I've carefully considered the obligations placed on Great Lakes by the Financial Conduct Authority (FCA). Its 'Insurance: Conduct of Business Sourcebook' (ICOBS) includes the requirement for Great Lakes to handle claims promptly and fairly, and to not unreasonably decline a claim.

I've also considered the Financial Conduct Authority's overarching Principles for Businesses. That includes Principle 12 of the Financial Conduct Authority's Principles for Businesses ('the Consumer Duty') which says a firm must act to deliver good outcomes for retail customers (such as acting in good faith and avoid causing foreseeable harm).

In order to verify the claim, Great Lakes asked Mr L to sign a consent form that could be sent to his GP surgery to obtain his past medical history (PMH). Mr L first provided this on 20 January 2025.

A problem arose because Mr L had only been registered with his current GP for a month at that time and it hadn't yet received his medical records from his former GP. Great Lakes asked Mr L if he might help by contacting his former GP. It then asked him to sign a second consent form that it could send to the former GP.

Based on the available evidence, I can see that Great Lakes appropriately chased both GP surgeries to try and gain the PMH, to no avail.

Mr L says he understands that an insurer is entitled to contact GPs to ask for copies of medical records. However, the policy terms do not make him responsible for obtaining those records.

As far as I can see, Great Lakes has never insisted that the responsibility lies with him. On 29 January 2025, it asked Mr L if he might be able to assist with obtaining the information as it would help to move things along. When he asked how he might do that, Great Lakes responded by saying: '*it was merely a suggestion, possibly contacting your previous GP to try and locate your records, regardless, we will await the report and then we can update you further.'* So, Great Lakes didn't put the onus on him to take control of the situation. Given the circumstances, and in the interests of pragmatism, I consider it was reasonable for Great Lakes to suggest to Mr L that he might want to contact the former GP himself.

Mr L has also said that, although the policy terms allow for Great Lakes to contact medical practitioners, it doesn't state that payment can be withheld if reports aren't received after a request has been made.

Looking at the policy terms, under 'General policy conditions', it states:

'6. You agree that We can:

e. Obtain information from Your medical records (with Your permission) for the purpose of dealing with any cancellation or medical claims. No personal information will be disclosed to any third party without Your prior approval.'

Based on the above wording, a policyholder is agreeing that Great Lakes can obtain medical information. In this case, Great Lakes had not yet obtained the information, despite requesting and subsequently chasing it.

Clearly, the purpose of seeking further medical information is to verify a claim. And simply requesting information, without receiving it, would not serve this purpose.

I've thought about everything Mr L has said. He's clearly been frustrated by the delay resulting from issues in obtaining his PMH. However, the matter at hand is whether Great Lakes has done anything wrong – and I'm not persuaded that it has. It's the administrative process between the GP surgeries that has caused the delay, not Great Lakes. It acted in an appropriate and timely manner to try and obtain the records. And I'm satisfied that there has been no breach of regulatory requirements, including the Consumer Duty. It follows that I do not uphold the complaint.

My final decision

For the reasons set out above, I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 1 December 2025.

Carole Clark
Ombudsman