

The complaint

Mr and Mrs S complain about how Great Lakes Insurance UK Limited handled an emergency medical assistance claim under their travel insurance policy.

All references to Great Lakes include the agents appointed to handle claims and complaints on its behalf.

What happened

Mr and Mrs S were insured under a travel insurance policy, provided by Great Lakes.

Unfortunately, while on holiday abroad, Mr S broke a bone. Mr S was admitted to hospital abroad, where he was told he would need an operation in the UK as soon as possible. Great Lakes arranged for Mr S's repatriation just under three weeks later.

Mr S was admitted to hospital in the UK on his return and had a number of surgeries. Very regrettably, Mr S subsequently had to have part of his limb amputated.

Mr and Mrs S complained to Great Lakes, saying its delays in arranging repatriation had led to the amputation. Great Lakes said multiple dates were proposed for Mr S's repatriation but these failed due to conflicting medical reports and airline availability. Great Lakes said it had repatriated Mr S on the earliest feasible date and had followed the correct process. Great Lakes concluded the amputation wasn't directly caused by any delay in repatriation.

Unhappy, Mr and Mrs S brought the matter to the attention of our Service. One of our Investigators looked into what had happened and recommended that Great Lakes should pay Mr and Mrs S a total of £300 compensation for the distress and inconvenience they experienced as a result of communication failings. Great Lakes accepted our Investigator's opinion, but Mr and Mrs S didn't so the complaint was referred to me to make a decision as the final stage in our process.

I made my provisional decision about Mr and Mrs S's complaint in January 2026. In it, I said:

'At the outset, I want to say how sorry I am to hear about the distressing circumstances which led to this complaint. I have no doubt that Mr and Mrs S have been through an extremely difficult and upsetting time, which continues to affect them, and I wish them both well for the future.'

Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims promptly and fairly and provide reasonable guidance to help a policyholder make a claim, as well as appropriate information on its progress. Consumer Duty principles require firms to act in good faith towards retail customers and avoid causing foreseeable harm. I've taken these rules, alongside other relevant considerations, into account when making this provisional decision.

Great Lakes' handling of Mr and Mrs S's claim

I think it's important that I make clear at this point that it's not my role to reach my own medical conclusions about when I think Mr S was fit to fly. I'm not medically qualified, so it wouldn't be appropriate for me to do this. Instead, I've weighed up the available medical evidence to decide whether I think Great Lakes acted fairly and reasonably in the circumstances based on the information available to it at the time.

I'd generally expect an insurer, in circumstances such as this where surgery in the UK is recommended, to arrange for repatriation as quickly as possible as soon as a policyholder is certified as being medically able to travel. A policyholder's medical fitness to travel, and under what conditions, generally needs to be agreed by both the treating doctors and the insurer's medical team before repatriation can go ahead. Repatriation arrangements are also subject to transport availability which, depending on the location involved, may not always be immediate.

I've carefully considered the timeline of events here to decide whether I think Great Lakes acted as quickly as it could have when arranging Mr S's repatriation, without any excessive or undue delay. I'm not satisfied it did this.

It doesn't seem to be in dispute that all parties were aware Mr S needed an operation in the UK. The medical reports which I've seen from the treating hospital say Mr S should return to the UK for surgical intervention as soon as possible. So, I think it's reasonable to conclude in the circumstances that Great Lakes was aware there was an element of urgency to Mr S's repatriation.

I understand there was some confusion about whether Mr S needed oxygen for the repatriation. Mr S says he was never on oxygen and was ultimately repatriated without it. However, information which the treating hospital provided to Great Lakes confirms that Mr S did need this initially. When the treating hospital subsequently said Mr S didn't need oxygen, Great Lakes' medical team had queries about Mr S's oxygen saturation levels and other vital signs. For the avoidance of doubt, I'm not concluding that it was unfair or unreasonable for Great Lakes to seek clarification on these issues in the interests of Mr S's safety. However, Great Lakes by this point already seems to have missed two opportunities to move Mr S from the location he was in.

Great Lakes had two quotations for an internal flight to a lower altitude location with oxygen and a medical escort for dates both two days after and five days after Mr S was first injured. I've seen no contemporaneous evidence in Great Lakes' notes or correspondence to support its comments that repatriation couldn't take place at this point due to medical clearance requirements and/or limited flight availability. While I accept certain airlines do require particular timeframes for medical clearance, I have seen no evidence that this is what prevented a transfer with oxygen and medical escort going ahead in line with the quotations Great Lakes had. I've also seen no contemporaneous information from Great Lakes' medical team as to why Mr S's transfer didn't take place at that time. Great Lakes had confirmation from the treating hospital that Mr S was fit to fly on dates both two days after the injury and four days after the injury respectively. Great Lakes hasn't pointed to any specific inconsistencies in this fit to fly information but if there were any such inconsistencies then it was open to Great Lakes to have contacted the treating hospital to clarify these at this point, but there's no evidence it tried to do this.

So, I'm not satisfied that Great Lakes has adequately evidenced why it failed to transfer Mr S to a lower altitude location in the week after his injury. I accept that onward repatriation to the UK (including necessary airline clearance) would still need to have been arranged so I can't conclude with any certainty on what exact date I think Great Lakes could reasonably have repatriated Mr S back to the UK, but I'm satisfied there were missed opportunities to arrange this sooner than it did.

I'd also add that I've seen no evidence to support Great Lakes' statement in its final response letter to Mr S that the earliest repatriation date it could ever have arranged was seven days after the injury.

And, even if I were to agree that Great Lakes wasn't in a position to arrange Mr S's repatriation until after it had received clarification from the treating hospital about Mr S's vital signs (received by Great Lakes approximately eleven days after the injury), I'd still conclude there were excessive and unreasonable delays by Great Lakes in arranging repatriation at that point anyway. There are unexplained gaps and periods of what seem to be inactivity in Great Lakes' claims notes, including delays in confirming Mr S's mobility needs, delays in searching for and booking flights and delays by Great Lakes's medical team in reviewing information.

I understand Great Lakes told Mr S he would have no cover if he discharged himself from hospital against medical advice in order to travel back to the UK on his original return flight. At this point, the medical advice which Great Lakes had was that Mr S wasn't fit to fly without oxygen due to the altitude of the location he was in. So, I don't think Great Lakes acted unfairly or unreasonably by giving Mr S the advice it did. However, I don't agree with any suggestion which Great Lakes appears to be making that Mr S's desire to discharge himself somehow impacted the date upon which he was eventually repatriated to the UK.

I've considered the comments from a paramedic which Mr S has sent to us. The clear medical recommendation was for repatriation to the UK for surgery – not for transfer to a different facility in the same country for that surgery, so I don't think it's unreasonable that Great Lakes didn't consider this as an option.

The medical evidence relating to Mr S's amputation

Our Service is an informal alternative to the civil courts, and we base our decisions on the evidence presented to us by the parties. We don't usually appoint independent medical experts to provide opinions about the information we've been given – that's not our role. As I've already explained, I'm not a medical expert so it's not for me to make my own judgments about what I think led to the partial amputation of Mr S's limb. I've weighed up the available medical evidence provided to decide what I think, on the balance of probabilities, is more likely than not to have happened in the circumstances.

Mr and Mrs S, when bringing their complaint to our Service, provided a letter dated 5 March 2025 from an NHS general manager of orthopaedics. This letter hadn't previously been presented to Great Lakes. Under the rules that govern our Service, we have no power to comment on evidence like this unless the business involved has been given the opportunity to consider it first. So, as my powers permit me to, I shared this letter with Great Lakes. Great Lakes has now provided its medical teams' comments on the content and has consented to our Service considering the letter as part of this complaint. So, I'm satisfied that it's appropriate for me to make findings about this evidence within this provisional decision.

The letter of 5 March 2025 comments on the process of necrosis and I understand this is stated to be something that evolves over time. I also understand the letter says Great Lakes' doctor was mistaken when concluding that a photograph of Mr S's limb showed a haematoma rather than signs of necrosis. The letter goes on to say that Mr S's broken bone would never have been left in such a position if the patient had presented to a UK hospital (although I note Great Lakes' medical team have pointed to inconsistencies in the medical records as to whether Mr S underwent a bone reduction while abroad or not), and that by the time Mr S presented at the UK hospital on his return 'much of the damage had been done'.

While I don't dispute, and am not qualified to dispute, any of the contents of the letter of 5

March 2025, it's clear from the medical records and all the medical commentary that complications arose following surgeries Mr S had in the UK before the subsequent amputation.

Mr and Mrs S, understandably, feel very strongly that the delay in repatriation led to the amputation. However, taking all the available information into account, there's simply not enough medical evidence upon which I could reasonably conclude that Mr S's amputation wouldn't have happened were it not for Great Lakes' delays.

Compensation for distress and inconvenience

While, for the reasons I've explained, I can't fairly conclude that Great Lakes was responsible for Mr S's amputation, I'm satisfied that it would be fair and reasonable in the circumstances for Great Lakes to pay compensation for the impact of how it handled this claim on Mr and Mrs S.

I'm satisfied there were likely missed opportunities to transfer Mr S to a lower altitude location with oxygen. And, when Great Lakes did start to arrange Mr S's repatriation, I think there were unnecessary delays.

I think there was a lack of proactivity by Great Lakes in contacting the treating hospital for updates and/or clarification of issues at various points. And I don't think Great Lakes kept Mr and Mrs S updated about the progress of the claim as I'd have expected it to. The extent of Mr and Mrs S's frustration in repeatedly having to contact Great Lakes for updates is clear from the claims notes. This was an urgent situation and, overall, I think Great Lakes could have done more.

Mr and Mrs S were given multiple dates for estimated repatriations which ultimately failed and I think, based on the evidence I've seen, that a lack of urgency and proactivity as well as delays by Great Lakes contributed to this. Mr and Mrs S were then given details of a confirmed repatriation date earlier in the month of the eventual repatriation which also subsequently failed, and I don't accept Great Lakes' contention that this was merely a tentative date. When the eventual repatriation was confirmed, Mr and Mrs S were given very short notice of this.

To summarise then, I think Mr and Mrs S experienced considerable distress and inconvenience as a result of Great Lakes' actions when they were already in a very vulnerable situation abroad.

I should explain to Mr and Mrs S that I have no power to seek to punish or fine a business through an award of compensation. I can only make an award to reflect the impact of any errors which I think Great Lakes made on them. This is, naturally, very difficult to put a value on and I don't wish to in any way minimise the experience which Mr and Mrs S have been through.

I've taken into account our published guidance on the payment of compensation for distress and inconvenience. I think the circumstances of Mr and Mrs S's complaint fall into the category of one causing substantial distress, upset and worry with serious short-term impact. Overall, I intend to recommend that Great Lakes should pay Mr and Mrs S a total of £1,500 compensation for the distress and inconvenience they experienced.

Other issues

Great Lakes has told our Service that Mr and Mrs S's claim for their outstanding costs has been settled, as has a claim for hospital benefit for Mr S. Mr and Mrs S haven't mentioned

the claim payment as part of this complaint. If there is any dispute about the claim payment then this would need to be the subject of a new complaint to Great Lakes in the first instance before the Financial Ombudsman Service would have the power to consider it.

I would also point out to Mr and Mrs S that their policy pays a personal accident benefit in certain circumstances. I can't comment here on the likely outcome of any such claim, but Mr and Mrs S are entitled to make a claim with the policy underwriter under this section of the policy if they wish to do so.'

Mr and Mrs S responded to my provisional decision with questions about the personal accident benefit. They accepted the compensation I said I intended to award.

Great Lakes provided a detailed response to my provisional decision, which I've summarised as follows:

- its medical assistance and repatriation team had a lot of factors to consider including quotes and medical reports and there were ongoing discussions with the policyholders because of disputes about flight arrangements and oxygen requirements:
- in particular, Great Lakes reiterated there were limitations in flight seat availability and medical clearance requirements:
- it set out a timeline of commentary about the medical assistance provided and how the repatriation plans progressed:
- it doesn't agree that it wasn't proactive in reviewing medical reports or making enquiries about the logistics involved in the repatriation, which were changing due to medical factors and delays by the hospital which were outside of its control:
- Mr and Mrs S were updated regularly but additional updates should have been provided due to their vulnerability and changes have since been made to its internal processes in this regard:
- it wanted to understand how the compensation award had increased and how the total award was broken down.

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.

If Mr and Mrs S want to submit a personal accident claim, then they would need to contact the policy underwriter themselves to do this. It's up to the underwriter to decide on the outcome of any such claim in the first instance. Any dispute about the outcome of a personal accident claim would then need to be the subject of a new complaint to Great Lakes before our Service would be able to investigate it. I don't wish to be unhelpful, but I simply don't have the power when making this final decision to get involved in the details of any personal accident claim and/or to direct Great Lakes to contact Mr and Mrs S about the matter.

I note Mr and Mrs S accepted my provisional findings about the compensation which I thought it would be fair and reasonable for Great Lakes to pay them.

While I've only summarised what I think are the key points of Great Lakes' response to my provisional decision, I've carefully thought about everything it has said, and I acknowledge it has gone to some lengths in attempting to explain the timeline in this case.

However, much of Great Lakes' commentary is merely a repetition of what it has already told our Service, and I still haven't seen contemporaneous evidence from the time of the claim to support many of the details set out in the commentary.

I think there's a distinct lack of detail in Great Lakes' records at the time about why the delays happened in this case. Great Lakes explanations are in vague, general terms. Great Lakes has said things like:

'Earlier tentative flights could not be confirmed because flight options changed each time...'

'Internal transfers were explored, but due to limited seat availability, medical clearance requirements, and airline service limitations these options were not viable at the time'

'As such, the earliest repatriation will be heavily based on other factors such as flight options, nurse escort availability, medical recommendations etc'

When considered in light of the lack of supporting evidence, I don't find these statements convincing or persuasive. I've still seen very limited to no evidence (such as screen shots, call notes or emails between Great Lakes and the relevant third parties) to show there was a lack of seat availability or difficulty with medical clearance and that these were the reasons why neither of the flights (two days and five days after Mr S's injury) went ahead. Great Lakes needs to provide evidence in support of what it is saying, and I don't think it has done this.

The commentary provided by Great Lakes also doesn't persuade me that there were no unreasonable delays surrounding obtaining quotations, confirming details of Mr S's mobility and/or in providing Mr and Mrs S with updates about the progress of their claim. And, while I appreciate Great Lakes was awaiting confirmation of certain information from the treating hospital at times, I've already said I think Great Lakes could have done more to contact the treating hospital if it needed information from it. Great Lakes has now mentioned calls that took place between it and the treating hospital, but I've seen no evidence of when these calls happened and what was discussed, despite Great Lakes having had multiple opportunities and time that I would consider more than reasonable to provide information to our Service about Mr and Mrs S's complaint.

I'm satisfied that my provisional decision sets out detailed reasons as to why I am making an award of £1,500 compensation and there is little else I can usefully add to the explanation I've already given. When making the award of compensation, I've considered the circumstances of the complaint as a whole and the impact of the situation on both policyholders. I'm not required to break the compensation award down into separate amounts for Mr S and Mrs S unless I think the circumstances require me to do so – which I don't here. I've taken into account what I think the overall impact of the situation on both Mr and Mrs S was, and I remain satisfied that a total compensation payment of £1,500 would be fair and reasonable in the circumstances.

Putting things right

Great Lakes Insurance UK Limited needs to put things right by paying Mr and Mrs S a total of £1,500 compensation for the distress and inconvenience they experienced.

Great Lakes Insurance UK Limited must pay the compensation within 28 days of the date on which we tell it Mr and Mrs S accept my final decision. If it pays later than this it must also pay interest on the compensation from the deadline date for settlement to the date of

payment at 8% a year simple¹.

My final decision

I'm upholding Mr and Mrs S's complaint about Great Lakes Insurance UK Limited, and I direct it 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 and Mrs S to accept or reject my decision before 6 March 2026.

Leah Nagle
Ombudsman

¹ If Great Lakes Insurance UK Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr and Mrs S how much it has taken off. It should also give Mr and Mrs S a tax deduction certificate if they ask for one, so they can reclaim the tax from HM Revenue & Customs if appropriate.