

The complaint

Mrs B complains Great Lakes Insurance SE (Great Lakes) has declined to cover additional accommodation expenses she incurred under her travel insurance policy.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events.

Mrs B held an annual multi-trip travel insurance policy provided by Great Lakes. In March 2023, whilst on holiday, Mrs B unfortunately suffered an accident and fractured her wrist meaning she missed her planned return journey on 30 March 2023. She received treatment and on 2 April 2023 she made Great Lakes aware of the accident. Great Lakes asked Mrs B to send a medical report.

In June 2023 Mrs B told Great Lakes she was unable to fly until the end of August 2023 and had been referred for physiotherapy. Great Lakes again asked for a medical report to be provided. Later in June 2023 Mrs B sent Great Lakes a medical report.

At the end of September 2023 Mrs B made Great Lakes aware she was now able to return home and she returned home in early October 2023. She wished to submit a claim for the additional accommodation expenses she had incurred.

Great Lakes settled Mrs B's claim but only agreed to pay for one week of extra accommodation costs Mrs B incurred. Mrs B raised a complaint.

On 10 December 2024 Great Lakes issued Mrs B with a final response to her complaint. It said the physiotherapy was treatment available to Mrs B in the UK and so it wasn't medically necessary for her to extend her trip. So, it didn't change its position on Mrs B's claim. Mrs B referred her complaint to this Service.

Our Investigator looked into things. She said she thought Great Lakes had acted fairly when it agreed to cover one week of additional accommodation expenses.

Mrs B didn't agree with our Investigator. She said she had been advised by the doctor that it would be impossible for her to return home any earlier than she did.

I issued a provisional decision about this complaint and I said:

'I want to acknowledge I've summarised Mrs B's complaint in less detail than she's presented it. I've not commented on every point she has raised. Instead, I've focused on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mrs B and Great Lakes I've read and considered everything that's been provided.

I also want to be clear about what I've considered as part of this decision. I'm aware our Investigator has said she was unable to comment on the way Great Lakes's emergency medical assistance team handled Mrs B's claim because a complaint

hasn't been raised about this. However, when deciding whether Great Lakes are required to reimburse Mrs B's accommodation expenses, it's necessary for me to consider the actions of Great Lakes's emergency medical assistance team. So, I've taken this into consideration as part of this decision.

The relevant rules and industry guidelines explain Great Lakes should handle claims fairly.

The terms of Mrs B's policy state that Great Lakes will cover:

'f) up to £2,000 for you to extend your stay, if Staysure Assistance agrees that it is medically necessary for:

i. Extra accommodation (room only) and travel expenses (economy class travel unless an upgrade is deemed to be medically necessary and this is authorised by Staysure Assistance) to allow you to return to your home country;'

Mrs B's original planned return was at the end of March 2023, but she remained abroad until early October 2023 following her accident. Great Lakes agreed to reimburse Mrs B for one week of additional accommodation expenses she incurred, but nothing further. So, I've considered whether this is reasonable in the circumstances.

Mrs B has said following her accident it was necessary for her to remain abroad for physiotherapy and the treating surgeon said she was unable to return home until 30 September 2023 at the earliest.

Mrs B provided medical reports and a declaration from her treating surgeon which were reviewed by Great Lakes's medical assistance team. I can see it said there was no medical reason for Mrs B not being fit to fly as stated by the treating surgeon in his declaration. It said the treatment Mrs B received was conservative, with no surgery and no complications mentioned in the medical report. It said it believed Mrs B was fit to fly on her planned return on 30 March 2023, with someone providing assistance with her luggage.

Based on the evidence provided, I don't think it was unreasonable for Great Lakes to rely on the opinion of its medical assistance team when concluding it wasn't medically necessary for Mrs B to remain abroad for the length of time she did. Mrs B didn't have surgery, and I've not seen anything within the medical reports which persuades me the conclusion reached by Great Lakes's medical assistance team was unreasonable.

Mrs B has provided a declaration from her treating surgeon, who has said Mrs B was unable to travel by plane between the date of her accident and when her physiotherapy ended on 29 September 2023. However, they've not provided any medical rationale behind why Mrs B was unable to fly, and why physiotherapy couldn't be carried out in the UK.

I acknowledge Mrs B has said she was suffering from oedema in her arm and gangrene spreading from her fingers which meant it was unsafe for her to fly. However, I've not seen that she has provided any medical evidence to show that this was the case, or that this meant she was unable to return home any earlier than she did.

I think Great Lakes has fairly taken into consideration the medical evidence available to it and has fairly concluded it wasn't medically necessary for Mrs B to remain abroad and incur the accommodation expenses she has done. Given Mrs B's accident was a day before she was due to return home, I think it was reasonable for it to agree to reimburse Mrs B one week of additional accommodation expenses, as it is unlikely Mrs B would have been able to return home on her planned flight.

I've also considered the way Great Lakes's medical assistance team handled Mrs B's claim whilst she was abroad and whether this resulted in Mrs B incurring costs she otherwise wouldn't have done.

I can see Mrs B made Great Lakes aware of her accident in early April 2023 and it asked for a medical report. Mrs B contacted Great Lakes again in early June 2023 to make it aware she was still abroad, and by mid-June 2023 Great Lakes had asked for a medical report to be provided again.

At the end of June 2023 Mrs B provided Great Lakes with a medical report. However, Great Lakes didn't review this medical report until 8 August 2023. And whilst it had concluded it wasn't necessary for Mrs B to remain abroad for treatment, I've not seen any evidence it communicated this to Mrs B. I've not seen any explanation for this unreasonable delay and lack of contact with Mrs B.

Although I think Great Lakes had the opportunity in late June 2023 to make Mrs B aware it didn't consider it medically necessary for her to remain abroad, and it therefore wouldn't be reimbursing additional accommodation expenses she was incurring, I'm not persuaded Mrs B would have taken a different action.

Mrs B has maintained she was unable to travel home any earlier than she did and to do so would have been risking her life. So, I think even had Great Lakes contacted Mrs B as it should have done, Mrs B wouldn't have returned home any earlier than she did. Therefore, I don't think the way Great Lakes handled Mrs B's emergency medical assistance claim led to her incurring any additional accommodation expenses she otherwise wouldn't have done.

I'm also not persuaded the way Great Lakes handled Mrs B's medical assistance claim has meant she has suffered additional distress or unnecessary inconvenience she otherwise wouldn't have done. Whilst I think Great Lakes could have handled things better, I haven't seen evidence this impacted Mrs B's ability to receive treatment, book accommodation or book travel back to the UK. I acknowledge Mrs B would have been disappointed to learn Great Lakes wouldn't be covering full cost of her additional accommodation, however I think this is something that would have occurred regardless of when Great Lakes made her aware of this. And as I've explained, I don't think this decision was an unreasonable one.

I naturally empathise with Mrs B given what she's been through. However, for the reasons I've explained above, I don't intend to uphold her complaint.

Neither party provided me with any further comments or evidence to think about.

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.

As neither party has provided me with any further comments or evidence to think about, I

see no reason to reach a different outcome to the one I reached previously. So, I don't uphold Mrs B's complaint for the reasons set out in my provisional decision.

My final decision

For the reasons I've outlined above, I don't uphold Mrs B's complaint about Great Lakes Insurance SE.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 3 March 2026.

Andrew Clarke
Ombudsman