

The complaint

Mr W is unhappy with the service he received from Great Lakes Insurance UK Limited when he claimed on his travel insurance policy.

What happened

Mr W became unwell whilst on holiday on a cruise and sought medical assistance on board the ship. There were discussions between the medical staff on the ship and Great Lakes. Great Lakes were making arrangements to airlift Mr W to a hospital but the ship then docked and Mr W was taken to hospital.

Mr W complained because he was critically ill on the boat and it took two days to get him off it. He felt that Great Lakes decision about where to send him to hospital was motivated by cost. He also mentioned that he was given four different hotels to choose from when he was ready to be discharged.

In their final response letter Great Lakes said they authorised and guaranteed payment for an urgent life-saving transfer but the medical team on board confirmed they would be keeping him on board until they reached an alternative destination. In summary, they said they'd acted reasonably based on the information available to them at the time and had been constantly working on Mr W's case. However, they acknowledged that they could have chased Mr W's GP records sooner and apologised for this. Unhappy, Mr W complained to the Financial Ombudsman Service.

Our investigator looked into what happened and partially upheld the complaint. She explained that we could only consider a complaint from Mr W, not the family members he was travelling with, as he was the only person named on the policy. In summary, she thought that Great Lakes had acted reasonably based on the information that was provided by the cruise ship. She said that the cruise ship's medical team hadn't always kept Great Lakes up to date but ultimately this hadn't impacted Mr W's health. However, she did think that Great Lakes could have communicated better at times, caused some delays when Mr W was discharged and chased the GP records more promptly. She recommended Great Lakes pay Mr W £200 compensation.

Great Lakes accepted the investigator's recommendation. Mr W said that he felt he was left to die on the cruise ship and the level of compensation almost felt insulting. He asked an ombudsman to review his complaint.

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.

The relevant rules and industry guidelines say that Great Lakes has a responsibility to handle claims promptly and fairly. And they shouldn't reject a claim unreasonably.

I'm partly upholding this complaint but I think the £200 compensation is fair and reasonable. I

say that because:

- Based on the available evidence I'm satisfied that Great Lakes promptly tried to arrange an emergency evacuation from the cruise ship. I can see it was looking into the various options, including the most appropriate hospital and location to transfer Mr W to.
- The situation was complex and fluid, partly because Mr W's condition changed at various points during the time he remained on board. I can appreciate why it was a frightening and stressful experience as Mr W was very unwell and needed hospital treatment. However, I don't think Great Lakes left Mr W to deteriorate. I think they were proactively arranging assistance and taking into account the information being provided by the treating doctor on board the ship. I think Great Lakes have reasonably explained their decision making process and that it is supported by the available medical evidence and information on the assistance file.
- Due to the circumstances there wasn't always a consistent line of communication between the treating doctor and Great Lakes. And, sometimes the treating doctor made decisions without consulting with Great Lakes. So, some of the communication issues weren't due to Great Lakes.
- As our investigator explained there were other issues with communication, including Mr W's family having to chase for updates. However, as Mr W is the sole policyholder, I can only consider the impact on him. His family members were not parties to the contract of insurance and I can't make any award for any distress and inconvenience caused to them.
- In line with standard industry practice Great Lakes did ask for a copy of Mr W's records. These could have been chased up at an earlier date. However, I'm satisfied that Great Lakes treated Mr W's case as urgent and that this delay didn't impact on the decision to authorise the airlift or access medical treatment. For example, I can see that Great Lakes issued a guarantee of payment where necessary.
- Mr W was left sitting in a wheelchair due to an issue with the hotel bookings on his discharge and there was also confusion about the extent to which the policy would cover the accommodation costs. I can understand why this would have been upsetting as he'd been very unwell. However, I'm satisfied that the compensation fairly reflects the impact on Mr W. This was resolved within a few hours and therefore the impact on Mr W was short in duration and he was, by that time, in a stable medical condition as he'd recently been discharged.

Putting things right

I'm partly upholding Mr W's complaint and direct Great Lakes Insurance UK Limited to put things right by paying him £200 compensation for the distress and inconvenience caused by communication and customer service issues.

My final decision

I'm upholding Mr W's complaint and direct 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 to accept or reject my decision before 31 July 2024.

Anna Wilshaw
Ombudsman