

The complaint

Mr and Mrs P are unhappy with the way in which Great Lakes Insurance SE handled a claim made on their travel insurance policy – including the assistance they received whilst abroad after Mrs P was injured.

All reference to Great Lakes includes its agents and the medical assistance team.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. I'll focus on giving the reasons for my 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.

Great Lakes has an obligation to handle insurance claims fairly and promptly. And it mustn't unreasonably decline a claim.

The relevant policy terms (under section 3a – emergency medical & repatriation costs) say:

We will pay up to the amount shown on the table of benefits for each insured person who suffers sudden and unforeseen bodily injury, or illness... during a trip outside your home country for the following:

- medical expenses (including transportation to the nearest suitable hospital) for the immediate needs of an unforeseen medical emergency, when deemed necessary by a recognised doctor and agreed by our medical officer.
- additional travelling costs to repatriate you home when recommended by our medical officer.

Doctor is defined as: "a legally licensed member of the medical profession, or medical practitioner recognised by the law of the country where treatment is provided and who, in rendering such treatment is practising within the scope of his/her licence and training, and who is not related to you, or any travelling companion".

Medical Officer is defined as: "an appropriately licensed and qualified medical professional employed or contracted by us...experienced in the assessment of the requirements of medical treatment abroad and repatriation".

It also lists what isn't covered including:

medical, or repatriation costs greater than £350 which have not been authorised by us in advance.

I have a lot of empathy for the situation Mr P – and particularly Mrs P – found themselves in whilst abroad. I accept that it would've been a very worrying and upsetting time for them.

When deciding this case, I've focussed on whether Great Lakes acted fairly and reasonably when handling the claim and the assistance it provided.

I know Mr and Mrs P will be disappointed but for reasons I'll go on to explain, I don't think it would be fair and reasonable for me to direct Great Lakes to reimburse Mr and Mrs P for the outstanding cost of the air ambulance they self-funded to repatriate Mrs P home.

- Mr and Mrs P describe the conditions of the accident and emergency department Mrs P was taken to and the lack of medical attention she received. She was in pain and there was a language barrier when she was attended to by a medical professional.
- Great Lakes' internal notes reflect that Mr P called to say that Mrs P needed to be repatriated, that she was very unwell and the hospital didn't seem to care. So, I'm satisfied this supports Mr and Mrs P's submissions that they did make Great Lakes aware of their initial concerns about the conditions and wait times at the hospital.
- From the timeline of events provided by Mr and Mrs P, I'm satisfied that they called Great Lakes once Mrs P had seen a medical professional and they'd requested an x-ray. I'm satisfied that Great Lakes acted fairly and reasonably by wanting to have a medical report from the hospital so that its medical team could assess Mrs P's condition and advise on the appropriate way forward. It's common industry practice for an insurer to request a medical report before verifying a claim, deciding whether further information is needed and considering next steps.
- I'm satisfied that until Great Lakes had considered the medical report, it wasn't in a position to understand Mrs P's injury, verify the claim, or whether Mrs P should be transferred to a private hospital or repatriated back to the UK (or whether it would be safe to do so).
- Great Lakes' internal notes reflect that Mr and Mrs P's daughter was told during one call around that time that if Mr P wanted to move Mrs P to a private hospital, it wouldn't be covered under the policy at that stage. It was awaiting the medical report. And in another call, she was told that if the family arranged an air ambulance to repatriate Mrs P back to the UK, they would have to self-fund this as it hadn't yet received a medical report. I think that was a fair and reasonable stance for Great Lakes to take at that stage and I've explained above why I think it was fair for Great Lakes to want to review a medical report before assessing the claim and considering next steps.
- Looking at the internal notes, I'm satisfied that Great Lakes was proactively trying to obtain a medical report from the hospital.
- I'm satisfied that Great Lakes received the hospital's medical report a day after it was first contacted by Mr P. The report reflects the injuries Mrs P had sustained. It says Mrs P "requires hospitalisation to undergo surgery, but the patient, **despite being informed of the risks associated with transport**, refuses treatment and reports wanting to complete the therapeutic process in her own city" [my emphasis].
- I'm satisfied that Great Lakes' medical team promptly reviewed the medical report. It's reflected that the medical team commented that treatment was medically necessary, that Mrs P would be fit to fly on a stretcher with a nurse escort for treatment in the UK or after 7-10 days after surgery if recovery was "uneventful" with two extra seats, medical escort and other provisions in place.
- I'm satisfied that by the time the medical team had reviewed the medical report and provided their comments, Mrs P's family had already arranged an air ambulance to transfer her back to the UK the next morning. I've seen nothing from the treating hospital or Great Lakes' medical team which supports that it was medically

necessary for Mrs P to be immediately transported by air ambulance to the UK.

- And whilst I've taken into account Mr and Mrs P's medical expertise, I'm not persuaded based on the medical evidence available to me that Mrs P couldn't have remained abroad for surgery.
- I appreciate that Mrs P didn't want to have the surgery abroad and I can understand why given their experience of being in the accident and emergency department and their concerns that Mrs P would have to wait for surgery. So, I can understand why they chose to arrange an air ambulance to repatriate Mrs P back to the UK for surgery. However, I'm satisfied that Great Lakes made it reasonably clear that this would need to be self-funded by Mr and Mrs P, that it hadn't been authorised and it was awaiting a medical report. And, as I've explained, I'm not satisfied that it was medically necessary for Mrs P to be transported back to the UK by air ambulance.
- I do accept that after receiving its medical team's comments on Mrs P's condition and possible treatment options, Great Lakes didn't promptly notify Mr and Mrs P of them. It's possible had it done so, Mr and Mrs P wouldn't have proceeded with the repatriation by air ambulance and other options could've been explored at that stage. I have no way of knowing what would've happened had Great Lakes contacted Mr and Mrs P at that stage, so I've considered what is likely to have happened on the balance of probabilities.
- I think it's more likely than not that Mr and Mrs P would've proceeded with the air ambulance. It had already been booked and from the invoice I've seen from the air ambulance, it looks like the cost (£36,000) had to be paid on the same day Great Lakes received the hospital medical report so it's likely Mr and Mrs P had paid this or, by that stage, were responsible for this amount.
- But even if I'm wrong on that point, the medical report reflects that Mrs P wanted to return to the UK for treatment so I think it's unlikely that if Great Lakes said it would cover treatment abroad and then repatriation back to the UK once recovered (including additional accommodation costs), it's unlikely that Mr and Mrs P would've chosen that option, having already booked an air ambulance for the following morning.
- Great Lakes has agreed to pay £10,000 to Mr and Mrs P which it says is the likely costs it would've incurred repatriating them back to the UK had their trip been extended for Mrs P to have the required surgery abroad. As Mrs P would've received medical treatment in a European country, I'm satisfied that the costs would've been covered under a reciprocal healthcare agreement so it's unlikely that there would've been any medical costs for Great Lakes to cover. Great Lakes has estimated that it would've cost £7,000 to £8,000 to repatriate Mr and Mrs P back to the UK with assistance after Mrs P's surgery. The policy terms also say that it provides cover for up to £2,000 towards accommodation costs if it's deemed medically necessary to extend the stay. Great Lakes has taken that maximum sum into account when offering £10,000 to Mr and Mrs P.
- Although I don't know how much it would've cost Great Lakes to repatriate Mr and Mrs P after she recovered from surgery (and a lot would've depended on the flight prices at the time which would've been fluid and there is now no way of obtaining). Based on my experience the estimate of £8,000 to repatriate Mr and Mrs P home with the assistance and other measures required by Great Lakes' medical team doesn't seem unreasonable.
- However, I do accept that not receiving a prompt reply from Great Lakes to confirm that it had received the medical report and to say that this was being considered by its medical team – and then not receiving a prompt update from Great Lakes about

what its medical team advised - would've been frustrating and upsetting for Mr and Mrs P. It doesn't look like Mr and Mrs P received any contact about this until after they'd returned to the UK.

- And after returning to the UK and when pursuing a claim under the policy for their out-of-pocket costs, Great Lakes accepts that it did cause delays and Mr and Mrs P had to unnecessarily chase the claims department for updates. It's apologised, said its provided feedback and offered Mr and Mrs P £250 compensation. I think that fairly reflects the distress and inconvenience caused by these delays and communication failings.

As Great Lakes has agreed to pay a total amount of £10,250 to Mr and Mrs P I don't think it has to do anything more in the circumstances of this case.

My final decision

I don't uphold Mr and Mrs P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs P to accept or reject my decision before 29 July 2024.

David Curtis-Johnson
Ombudsman