

## **The complaint**

Mrs C complains Great Lakes Insurance SE provided a poor level of service and caused delays and distress following her fracturing her leg abroad.

In this decision my references to Great Lakes shall include its agents.

## **What happened**

Mrs C held a travel insurance policy underwritten by Great Lakes. In June 2022 she travelled abroad and unfortunately suffered a fall, resulting in a fracture to her thigh.

The circumstances of Mrs C's hospital stay and repatriation are well known to both parties, so I have only included a brief summary here.

Mrs C was treated in a public hospital abroad and required surgery. The hospital said there would be a delay in performing the operation, so Mrs C's family enquired with Great Lakes about transferring her to a private hospital. Great Lakes arranged this, however Mrs C and her family later refused the transfer, as they were unhappy with the level of information they had been given and the suitability of the vehicle and crew. Great Lakes reviewed the options again and discussed this with Mrs C's family. But in the meantime, the public hospital was able to schedule Mrs C's operation, so the surgery went ahead there.

A few days after the surgery, the hospital advised Mrs C could be discharged and issued a letter stating she was 'fit to fly' as at 11 July 2022. Great Lakes arranged a repatriation flight, however Mrs C's family queried the suitability of this and found she would be required to sit upright for take-off and landing, which wouldn't be possible due to her injuries.

Great Lakes requested further details of the requirements for Mrs C's repatriation from the treating doctor. There were delays in receiving an updated fit to fly certificate from the doctor. And Great Lakes said it was having difficulty securing an early flight by air ambulance due to high demand. Mrs C's family looked into alternate air ambulance providers and complained of the delays. They had also made contact with the UK hospital and advised Great Lakes a bed was available for Mrs C on her return, but Great Lakes said it needed to verify this with the hospital directly.

Mrs C was ultimately repatriated to the UK via air ambulance, however she and her family said this had taken too long to arrange. And they complained.

Great Lakes said it thought it handled Mrs C's case appropriately. And although it accepted there were delays, it said these related to circumstances beyond its control, such as delays caused by the hospital and high demand for air ambulance flights.

Unhappy with the response, Mrs C and her family brought the complaint to this service.

An investigator here looked into what had happened. They thought Great Lakes had caused a delay by failing to request more details about the requirements for Mrs C's repatriation

flight, when it received the first fit to fly certificate. And said Great Lakes should pay £200 in compensation.

Great Lakes said it accepted the investigator's view. However Mrs C and her family disagreed and asked for a decision from an ombudsman. And so the case has been passed to me to decide.

### **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.

And I've considered the relevant industry rules, which say an insurer must handle claims promptly and fairly.

Firstly, Mrs C and her family have made detailed submissions to us about this complaint. And I appreciate they would probably like me to deal with every point raised. But, we're an informal alternative to the courts and this means I've focused on the issues that I think are material in determining a fair and reasonable outcome to this complaint. No discourtesy is intended by this; it simply reflects the informal nature of the ombudsman service and my role in it.

I appreciate Mrs C had a very distressing experience in that she became injured abroad and needed surgery. I think these circumstances would always be distressing to an extent. And whilst I have great empathy for Mrs C's distress following the accident, I need to consider where this was caused by an action or inaction of the business and I won't be holding Great Lakes responsible for circumstances beyond its control.

I should also set out that compensation for distress and inconvenience can only be awarded to Mrs C. I'm aware Mrs C's travelling companion had had some expenses covered, but this was as a part of Mrs C's claim. The policy records show Mrs C as the sole policyholder. I've noted the distress and inconvenience which has been described as having been experienced by Mrs C's family members, however this is not something I can direct Great Lakes to compensate them for.

Having reviewed the circumstances and timeline of the events, I think Great Lakes should have known it would need more information from the treating hospital about requirements for the repatriation journey. And I'll explain why.

Great Lakes received the first fit to fly letter on the afternoon of 11 July. Mrs C's relative raised the issue of her being unable to bend her leg, by email, on 12 July. And said they thought this was important information which may not have been included in the medical report.

On 13 July Great Lakes advised it was arranging a repatriation via a standard flight with two extra seats for Mrs C to use to extend her legs. During this call Mrs C's relative explained Mrs C couldn't bend her leg and said the treating doctor had barely assessed her since the surgery. As it was established that Mrs C could not sit upright for the take-off and landing as the airline required, Great Lakes agreed to change the repatriation plan and said it would need a further medical report.

The first letter from the hospital stated Mrs C was fit to fly, but did not give any further details of any special adjustments which were needed. Considering Mrs C had surgery to her thigh area, I think it's reasonable Great Lakes should have asked the hospital for more information

at the outset, to establish whether or not she could sit upright in a standard airline seat for the flight.

On 14 July Great Lakes was advised the treating doctor refused to amend the fit to fly letter when it requested this. And I think it's reasonable that it then attempted to arrange for a private doctor to assess Mrs C's fitness to fly. The issues with the treating doctor were beyond Great Lakes' control. However, I still think it should have requested more detail on Mrs C's medical needs for the repatriation when it reviewed the first fit to fly certificate. Taking into account the time I'd expect would reasonably be needed to review medical evidence, I think this added a delay of one to two days, which could otherwise have been avoided. This understandably added to Mrs C's distress, and so I think Great Lakes should pay £200 in compensation to recognise the impact to her.

The updated fit to fly certificate was issued on 15 July and stated Mrs C could fly in a laying position on a stretcher. Great Lakes' records show it had already begun requesting quotes and availability from air ambulance suppliers on 14 July. And these show it considered both a standard flight by stretcher and air ambulance flights, which I'm satisfied were appropriate based on the updated medical report.

Turning to the rest of its handling of the claim, I think Great Lakes has acted fairly and as I would expect from an insurer in the circumstances. And I say this for the following reasons.

- Mrs C's family has said they believe Great Lakes should have started to arrange a private air ambulance from the date the first fit to fly certificate was issued. However the doctor's letter lacked information about Mrs C's needs for her repatriation flight. Although Great Lakes should have realised that it needed more details, the fit to fly certificate did not indicate Mrs C had a medical need to be transported by air ambulance. So I don't think it unfair that Great Lakes didn't arrange a repatriation via this method from the outset.
- Mrs C's family have said they contacted an air ambulance company which could have arranged a flight for the same or the next day – so sooner than that which was being arranged by Great Lakes. However Great Lakes said they work with their approved suppliers, and that availability was limited due to high demand at the time. I've seen evidence that Great Lakes contacted multiple air ambulance suppliers, and also that it sent chaser emails for quotes. It also considered stretcher repatriation via a standard flight, however there was also a lack of availability for this at the time.

I don't think it unreasonable that Great Lakes would want to use suppliers it was familiar with, considering the risks involved with a medical repatriation. I note that after Mrs C's family raised concerns about a wait until 20 July for the flight, Great Lakes later secured an earlier flight for 17 July, providing the UK hospital bed could be confirmed, and I think this was reasonable.

- When confirming the air ambulance, Great Lakes advised it had needed to refer to the underwriter for approval of the costs. And whilst I appreciate this was frustrating for Mrs C and her family, this is a common business practice for an insurer considering the high costs involved. So I'm persuaded Great Lakes was following its reasonable business processes and didn't cause any avoidable delay.
- I've noted that the level of care at the public hospital where Mrs C was treated was not of the standard that can be expected within the NHS in the UK. Great

Lakes had agreed to transfer Mrs C to a private facility where the standard of care could be expected to be higher. However this move was refused by Mrs C and her family when the transfer vehicle arrived.

I can of course appreciate the family's concerns over Mrs C's welfare. However Great Lakes is responsible for arranging access to treatment abroad; it wouldn't be reasonable for me to hold it accountable for the service and actions of third parties, such as the fitness of the driver of the transfer booked to take Mrs C to the private hospital. And as the move to a private facility was rejected, I can't say Great Lakes is responsible for the level of care Mrs C received in the public facility. It offered a transfer to a private hospital on two occasions, and I think it would be unreasonable for me to say it needed to do anything more in this regard.

- Great Lakes said it needed to confirm the hospital bed in the UK which would be ready for Mrs C on her return. I appreciate Mrs C's family had a contact at the hospital who had confirmed a bed had been reserved. However, I don't think it's unreasonable that Great Lakes wanted to verify this through its usual protocols, which it has explained involve a clinician to clinician discussion to confirm the patient will be accepted on arrival back to the UK. And I've noted from the correspondence that this was also a condition imposed by the air ambulance provider. So I'm persuaded this check was necessary and that Great Lakes didn't cause an avoidable delay here.

### **Putting things right**

As I've explained, I think some delay could have been avoided initially in arranging the repatriation, had the insurer asked for more information about Mrs C's needs for the flight when it received the original fit to fly letter. And because of this, I think Great Lakes should pay £200 for the distress and inconvenience caused to Mrs C.

### **My final decision**

For the reasons I've given, it's my final decision that I uphold this complaint in part. And I direct Great Lakes insurance SE to pay Mrs C £200 for the distress and inconvenience caused.

Great Lakes must pay the compensation within 28 days of the date on which we tell it Mrs C accepts my final decision. If it pays later than this, it must also pay interest on the compensation, from the date of my final decision to the date of payment, at 8% simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 26 January 2024.

Gemma Warner  
**Ombudsman**