

The complaint

Mrs T complains that Great Lakes Insurance SE didn't pay for private treatment under her travel insurance policy. She's also unhappy with the level of service she received.

What happened

For ease of reading, any reference to Great Lakes includes the actions of its agents. This policy only covered Mrs T but her husband, Mr T, represented her whilst abroad and during the complaint with our service. This is why I've also referred to Mr T in this decision.

Mrs T took out an annual multi-trip travel insurance policy with Great Lakes. The period of cover was from 13 August 2022 until 12 August 2023. She already held another policy that covered her family, but she took this one out to specifically cover her pre-existing medical conditions.

Mrs T travelled abroad with Mr T and their child for a holiday they'd booked between 13 and 28 August 2022. Unfortunately, Mrs T fell ill on the outbound flight. She was taken to a public hospital on 14 August 2022, and she had emergency surgery there the next day.

Mr T notified Great Lakes about the situation on 16 August 2022. He and Mrs T weren't happy with the level of care Mrs T was receiving at the hospital – both medical care and lack of nursing care. Mr T wanted Mrs T to be moved to another hospital. Great Lakes said it would need medical information from the hospital to assess the situation.

Great Lakes says it asked the hospital for medical reports, and it asked if Mrs T was able to carry out the basic housekeeping duties, such as bathing and eating. Great Lakes' agent's doctor said on 17 August 2022 that Mrs T would carry out the basic housekeeping duties on her own, and she'd be discharged the next day.

Mr T has said he wasn't able to help Mrs T with the basic housekeeping duties, as the hospital didn't allow him to visit with their child and he couldn't leave her alone in the hotel.

Mrs T was discharged from the hospital on 18 August 2022, but she had to return on 25 August 2022 due to complications. Great Lakes had arranged for Mrs T to see a private doctor, but the doctor sent her back to the public hospital. At this point Mr T asked Great Lakes to repatriate Mrs T to the UK so she could receive better care. Great Lakes said it would arrange this and it would get in touch once this was sorted. But this didn't happen, and Great Lakes never called Mr T back about repatriation.

After not hearing from Great Lakes, Mr and Mrs T got in touch with their other travel insurance provider who paid for their trip extension under medical grounds, and for their new flights home. Mrs T wasn't hospitalised during this time, but she had regular medical appointments to assess her fitness to fly back home. Mr and Mrs T didn't contact Great Lakes again until they were back in the UK.

Mrs T wants Great Lakes to pay her compensation for the distress and inconvenience caused. She says she didn't receive the service she paid for by not receiving private care or being repatriated.

Great Lakes responded to Mrs T's complaint and said the following:

- She held a travel insurance policy and not private medical insurance;
- Great Lakes needed to review medical information before confirming cover under the policy, and it tried to get information from the hospital;
- The standard of medical care and general practices in the country is similar to what a patient would receive under the care of the NHS, but it was normal for relatives or friends to carry out basic housekeeping duties – but there was no medical need for a private nurse for Mrs T, or for her to be transferred to a private hospital;
- Great Lakes accepted it hadn't been empathetic or understanding to Mrs T's situation, and it hadn't seen tangible evidence of Mrs T's case being monitored or any proactive management to work towards repatriating her; and
- Mrs T could submit a claim to Great Lakes if there were any costs that weren't covered by her other policy.

Great Lakes then offered to cancel Mrs T's policy and refund her the premium paid, as Mrs T had asked it to do.

One of our investigators looked into what had happened. She acknowledged Mrs T's concern about the standard of care she received at the public hospital. But our investigator explained that this wasn't something an insurer is responsible for. And the insurer needed medical information from the treating medical professionals before it could take further action, such as repatriate Mrs T.

Our investigator acknowledged that Great Lakes hadn't handled things well, for example by not calling Mr T back when it said it would. But whilst our investigator didn't think Great Lakes' service was acceptable, she didn't think there was any evidence to suggest that this had affected the treatment Mrs T received.

Overall, our investigator didn't think Great Lakes should cancel Mrs T's policy and refund the premium – this was so that Mrs T could still submit a claim for Great Lakes to consider any costs that weren't covered by her other insurer. But our investigator thought that Great Lakes should pay Mrs T £278.28 in compensation for the distress and inconvenience caused – this included the amount of premium paid plus £100.

Great Lakes agreed with our investigator's findings, but Mrs T didn't. As no agreement was reached, the complaint was passed to me to decide.

I wrote to Great Lakes and said that I didn't think the compensation was enough in the circumstances. I said I thought £500 was fair and reasonable. Great Lakes agreed, but Mrs T still didn't think this was enough. She said she was misled about the policy she bought.

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.

Firstly, it's clear that the situation Mrs T was in was very distressing for her. I've listened to the phone calls Mr T had with Great Lakes, and he made it very clear how concerned they were about the level of care Mrs T was receiving at the hospital. But as our investigator explained, a travel insurer isn't responsible for the level of care at a hospital. And in common with most travel insurance policies on the market, Mrs T's policy provides cover for necessary and emergency medical treatment but excludes cover for private treatment, unless agreed by Great Lakes. This is set out in the terms and conditions of the policy, as well as the Insurance Product Information Document.

Page 3 of the terms and conditions of Mrs T's policy says the following: *"PLEASE NOTE: This is a travel insurance policy and not private medical insurance"*. And the Emergency Medical & Repatriation Expenses section excludes cover for *"treatment in a private hospital or clinic abroad where a suitable public or state facility is available"*.

Having considered everything, I don't think Great Lakes acted unfairly or unreasonably when it didn't move Mrs T to a private hospital or pay for a private nurse. I'm persuaded that it tried to get medical information from the hospital, and there was no medical evidence to suggest that Mrs T wasn't receiving appropriate care after her surgery, or that she needed a private nurse. For example, when Great Lakes asked its agent's doctor to ask the hospital if Mrs T was able to carry out the basic housekeeping duties herself, the doctor responded to say that Mrs T would do so.

Whilst the policy does include cover for *"additional travelling costs to repatriate you home when recommended by our medical officer"*, this doesn't mean an insurer is required to arrange this without medical evidence. Firstly, it's reasonable for an insurer to assess the medical need to do so, but also that the patient is fit to fly. In the circumstances here, there was no medical evidence to suggest repatriation was necessary. And in any event, Mrs T saw a private doctor on 26 August 2022 who said she wasn't fit to fly. So, I don't think Great Lakes acted unfairly or unreasonably when it didn't repatriate Mrs T when Mr T asked it to do so.

That said, it's clear that Great Lakes didn't handle the situation well and that this had an impact on Mrs T during a stressful time. And I think Great Lakes caused Mrs T unnecessary additional distress and inconvenience. But I haven't seen any medical evidence to suggest that this meant Mrs T didn't receive the treatment she needed.

Great Lakes has now agreed to pay Mrs T £500 to compensate her for the distress and inconvenience caused, and I think this is fair and reasonable in the circumstances. This would include any amount already offered and/or paid.

Additionally, if there are any costs that Mrs T incurred that weren't covered by her other travel insurance policy, she can submit a claim for these costs to Great Lakes. I also note that her policy with Great Lakes provides a "Hospital Daily Benefit" when a policyholder is hospitalised. Mrs T can also make a claim for this benefit to Great Lakes, if she hasn't already done so, and Great Lakes should consider this in line with the terms of the policy.

Mrs T has also said that she didn't get the policy she thought she was buying. If she has any concerns about how the policy was sold, she can raise a complaint with the seller of the policy. But how the policy was sold isn't the responsibility of Great Lakes, who is the underwriter of the policy.

My final decision

My final decision is that I uphold Mrs T's complaint and direct Great Lakes Insurance SE to pay her a total of £500 in compensation for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 3 August 2023.

Renja Anderson
Ombudsman