

## **The complaint**

Mrs P has complained that Great Lakes Insurance SE ('Great Lakes') unfairly declined her claim.

## **What happened**

Mrs P bought a travel insurance policy, underwritten by Great Lakes.

She went abroad and required emergency dental treatment. She made a claim to Great Lakes but it said her treatment wasn't covered under the terms of her policy.

Mrs P complained to Great Lakes and unhappy with its response, referred her complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint and found that Great Lakes hadn't unfairly declined the claim.

Mrs P disagreed and asked for an Ombudsman's decision.

And so the case has been passed to me.

## **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.

Having done so, I don't think this complaint should be upheld. I'll explain why.

- The relevant rules and industry guidelines say an insurer should handle claims promptly and fairly. And shouldn't unreasonably reject a claim.
- I have considered everything Mrs P has said in detail. But in my decision, I will only focus on what I consider to be key.
- The policy terms say: *"We will pay...up to £400 in total for emergency dental treatment as long as it is for the immediate relief of pain only, or for emergency repairs to dentures, or orthodontic appliances carried out solely to alleviate distress in eating."*
- Mrs P has provided evidence from the treating dentist which confirms she was not in pain and that she'd had an emergency repair to a bridge. Great Lakes did consider the repair to her bridge and whether it was carried out solely to alleviate distress in eating. Great Lakes concluded that the repair didn't alleviate distress in eating as the dentist advised her to avoid biting as it was fragile.
- Our investigator said that even though Great Lakes considered whether the repair alleviated distress in eating, Mrs P wasn't covered under the terms of the policy as

she had a repair to a bridge and not dentures or an orthodontic appliance.

- Having considered the above carefully, I don't think Great Lakes made an error. Unfortunately for Mrs P, her dental treatment isn't covered under the terms of the policy outlined above as she didn't receive treatment for the immediate relief of pain or a repair to dentures or an orthodontic appliance. And even if I accepted that the bridge could be considered a denture, there is insufficient evidence to show that she had the repair to solely alleviate distress in eating. The evidence shows she wanted a temporary repair just before a wedding and until she could return home and see her usual dentist. So I can't fairly ask Great Lakes to pay her claim.

### **My final decision**

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 4 January 2024.

Shamaila Hussain  
**Ombudsman**