

The complaint

Mr P has complained that Great Lakes Insurance SE sent him a threatening email during the process of claiming on his travel insurance. He also thinks that the excess he paid should be taken into account when considering his compensation offer.

What happened

Mr P took out travel insurance to cover a trip he was planning to make with his wife in August 2022. His wife bought a separate policy from a different provider. The trip had to be cancelled due to his wife's ill health and so Mr P made a claim on his policy. The claim was settled in January 2023, for the full amount less £100 excess.

Mr P's dissatisfaction with the claim handling process – specifically delays and poor customer service – has been the subject of a previous complaint considered by this service. Great Lakes sent its final response letter on that subject on 12 January 2023. It accepted that the service Mr P received was below that which he had the right to expect and offered him £200 compensation. This service then concluded that was a fair and reasonable amount for the distress and inconvenience caused.

Mr P then highlighted an email he had received on 18 November 2022, asking him for medical evidence, which he believed to be threatening. He was also unhappy that the excess he had paid on the claim effectively reduced the compensation amount and therefore wanted Great Lakes to take that into account and consider increasing the compensation offer by £100.

This service told Mr P that he would need to make a new complaint to Great Lakes in the first instance. He did so, and Great Lakes sent another final response letter on 21 February 2023. That letter addressed the compensation offer, saying that it would not increase it. But it failed to mention Mr P's point about being sent a threatening email.

Our investigator looked at the complaint and was satisfied that Great Lakes had acted fairly. She didn't think that the email was threatening and although this email wasn't specifically referenced in Great Lakes' final response letter of February 2023, she was satisfied the subject matter of his concerns – the poor service he'd received – was considered by Great Lakes as part of its compensation award of £200.

Mr P disagrees with the investigator's opinion and so the complaint has been passed to me for a 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.

On 18 November 2022, Great Lakes sent Mr P a medical certificate to be completed by his GP. The covering email states: *'Please be advised that completion of this document is mandatory to the processing of your claim, and without this we will be unable to consider*

your claim further. We also reserve the right to request further evidence of medical history, should the completed medical certificate require further clarity.'

As our investigator has pointed out, this is standard wording that would be used in any request for medical information. And, of course, there would be nothing unusual in an insurer asking for medical evidence in support of a claim. However, as already mentioned, it was not Mr P who had been ill. And he had already provided his wife's medical evidence. As such, Mr P says he found the email to be totally unacceptable, intimidating and cruel. He thinks this service already being involved is the reason that the claim was paid without him returning the form.

The email was clearly sent in error, as there would be no requirement for Mr P to provide his own medical evidence. So, my view is that it was a mistake, in common with the other mistakes that occurred during Mr P's claim. I appreciate Mr P didn't see it as a simple error and thought that it was a deliberate attempt to further delay the claim. But overall, I'm not persuaded that there was any intention on the part of Great Lakes to be intimidating or threatening.

Great Lakes' letter of 12 January 2023 doesn't specifically address the email. But it does state that its response relates, amongst other things, to requests for documentation and further evidence. So, I'm satisfied that Great Lakes looked at the claims process in its entirety when reaching the compensation figure of £200. I do accept though that its later letter of 21 February 2023 omitted any mention of the email.

The excess amount and the compensation are essentially separate issues.

Mr P's point is really that he'd like the compensation figure to be increased as he doesn't feel it is sufficient for the upset that was caused, particularly in light of the excess amount that was deducted from the claim.

I'm satisfied Great Lakes considered the email in its original compensation award. As such, I won't comment further as this was considered previously by this service and deemed to be fair and reasonable.

And in terms of the excess payment of £100, having looked at the policy terms and conditions, I'm satisfied the £100 excess was correctly applied to the claim pay out. Mr P would have had to pay this in any event, regardless of whether he made a complaint or not.

My final decision

For the reasons set out above, I do not uphold Mr P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 7 November 2023.

Carole Clark
Ombudsman