

## **The complaint**

Mr and Mrs C complain that Admiral Insurance (Gibraltar) Limited provided poor customer service when Mr C required medical assistance abroad.

For ease, any mention of Admiral includes its agents.

## **What happened**

In June 2022 Mr and Mrs C took out an annual multi trip travel insurance policy, underwritten by Admiral. Whilst on a trip abroad, Mr C became seriously ill and was admitted to hospital. Mr and Mrs C's daughter, who was also on the trip, contacted Admiral and it said it would need information regarding Mr C's medical history from his GP in order to validate the claim. Admiral also said it would need information from the hospital abroad.

Mr C remained in the hospital for four days which meant he missed his original flight home. Mrs C extended her stay in their original accommodation and Mr C joined her there after he was discharged – they remained there until they returned to the UK a week later. As Admiral hadn't received the medical records from Mr C's GP by this point, Mr and Mrs C had to pay for the medical expenses incurred, along with additional travel and accommodation costs. A claim was made for these costs.

Mr and Mrs C made a complaint to Admiral regarding the poor service they received when abroad. They said Admiral failed to offer a minimum level of support and that, due to the time it took for Admiral to confirm that the claim was covered, Mr C's relatives were left to navigate his discharge and repatriation back home on their own. They were also unhappy that Admiral had failed to inform them of the £1000 policy limit for additional accommodation until at least four days after they had extended their stay.

Admiral looked into their complaint. It said that multiple requests were sent to the hospital for the medical information, but these were unsuccessful. Admiral also said that it had chased the GP surgery several times for the details it needed but this wasn't received until after they had returned back to the UK. Until these medical checks were completed Admiral said it couldn't take over the payment of any costs for hospital bills, hotels or flights. Admiral did note that it could have been clearer in its communication and also timelier with providing details of the policy limit for additional accommodation. It offered £300 as compensation.

Unhappy with this response, Mr and Mrs C brought their complaint to this service. Our investigator looked into the matter and said the delay in obtaining information from Mr C's GP was beyond Admiral's control. However, he did think that Admiral could have done more to keep in touch with Mr and Mrs C and their family, especially as there was a five-day period where it failed to provide any updates to them at all. He recommended that the compensation be increased to £500 for the service issues they experienced.

He also thought it was clear in the policy that there was a limit for additional accommodation and so Mr and Mrs C had been given enough information by Admiral when they took out the cover. He also noted that Mr and Mrs C had rebooked the same accommodation after they

had been informed of the policy limit so he didn't think this would have necessarily altered their choice of accommodation if they had been told at the outset.

Admiral accepted our investigator's opinion, but Mr and Mrs C didn't. They said that they didn't think it adequately reflected how Admiral's actions affected them and their family. And in relation to the accommodation, they said Admiral offered no practical help when they advised them of the policy limit. As Mr C had just come out of hospital, they said their thoughts at that time were just to ensure his wellbeing, not on finding a new hotel.

As no agreement could be reached, the matter 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.

It is important to point out that we're an informal dispute resolution service, set up as a free alternative to the courts for consumers. I acknowledge that I've summarised the complaint in far less detail than Mr and Mrs C but in deciding this complaint I've focused on what I consider to be the heart of the matter rather than commenting on every issue or point made in turn. This isn't intended as a discourtesy to Mr and Mrs C. Rather it reflects the informal nature of our service, its remit, and my role in it.

Mr and Mrs C's claim for the expenses they incurred whilst abroad has been considered as a separate complaint and therefore does not form part of this decision. I will therefore not be commenting on any aspect of the coverage of the claim here.

#### *Communication and assistance whilst abroad*

When Mr and Mrs C's daughter made Admiral aware of her father's hospitalisation it advised it would need medical reports from the GP to confirm the claim would be covered. This isn't an unusual request as it is often necessary for insurers to check a patient's previous medical history to ensure that the claim meets the terms and conditions of the policy. I can see that the GP surgery said the information would be delayed due to staff holidays and it wasn't sent until after Mr C had returned home. This delay was beyond Admiral's control.

Admiral also contacted the hospital abroad to receive medical reports about Mr C's condition. From the case notes it appears Admiral emailed and called the hospital on a frequent basis but didn't receive the information until at least three days after Mr C was admitted and the day before he was discharged. As with the GP report, Admiral was unable to prevent the delay in obtaining this information – I'm persuaded that proactive contact was made with the hospital in order to speed up this process. So, I don't think Admiral could have done anything differently in relation to obtaining this information any quicker.

Mr and Mrs C have said that they felt like their family had been deserted and left to deal with everything themselves. I can fully appreciate that this was an incredibly distressing time for the family and that they would have wanted the support of Admiral to help them through. Admiral has recognised that it didn't make contact as often as it should have, and all communication was initiated by Mr and Mrs C's daughter. It offered £300 compensation to Mr and Mrs C for the service they received.

I've thought about this very carefully, but I don't think this amount is enough. As our investigator noted, there were times when Admiral didn't keep Mr and Mrs C updated with what was happening, and in fact there was a period of five days where no contact was made with the family at all. This was following Mr C's discharge from hospital, and he was anxious

to know when he could return to the UK. There does appear to have been differing opinions regarding the method by which Mr C should return home and so this period of no contact would have added to the stress for them. In the circumstances, I agree that the compensation should be increased to £500 in recognition of the distress the lack of communication would have had on Mr and Mrs C.

### *Policy limit advice*

Mr and Mrs C say Admiral didn't inform them of the policy limit for the additional accommodation until part way through their extended stay. They've said if they had been told earlier, they could have moved to cheaper accommodation. It does seem that Admiral didn't make Mr C's daughter aware of the limit until five days after he was admitted, and this was several days into their extended stay abroad. Admiral has noted that it didn't let them know at the outset and apologised for not providing this information earlier.

I appreciate that it would have been helpful for Admiral to have provided this information at the point of the claim being notified. But I can see that this information was already available to Mr and Mrs C in their policy documents – and it is specifically mentioned at the top of the 'Insurance Product Information Document' which is a two-page summary of the cover. I'm sure this wouldn't have been uppermost in their minds, taking into account that they would have been more worried about Mr C being in hospital. But the policy documents are clear in setting out the limit. And in considering the compensation, I've taken both aspects into account.

I've also noted Mr and Mrs C's point about moving to cheaper accommodation if they had been aware earlier. From the information provided, it would appear that Mr and Mrs C continued to rebook the same hotel, even after being told of the policy limit. Mr and Mrs C have said their thoughts were on Mr C's wellbeing, not on finding a new hotel – I don't think that mindset would have been different even if Admiral had informed them of the limit earlier. So, I'm not persuaded that they would have necessarily chosen to move to different accommodation even if they had been told at the outset.

In conclusion, based on what I've seen, I think Admiral should pay £500 compensation in total in recognition of the poor service it provided. I think this is fair and reasonable.

### **My final decision**

For the reasons mentioned above I partially uphold this complaint.

I direct Admiral Insurance (Gibraltar) Limited to pay Mr and Mrs C £200 in compensation which is in addition to the £300 already offered.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C and Mr C to accept or reject my decision before 31 August 2023.

Jenny Giles  
**Ombudsman**