

The complaint

Mr J is unhappy with the way in which Admiral Insurance (Gibraltar) Limited handled a claim made on his travel insurance policy (the policy).

All references to Admiral include its medical assistance team.

What happened

Whilst abroad, on holiday, Mr J injured his knee. He contacted Admiral for assistance.

It declined to cover the costs of physiotherapy whilst abroad as it said that this didn't amount to emergency treatment and could await his return to the UK.

Once deemed to fit to fly, Admiral did book additional seats next to Mr J on his return flight to the UK so that he could elevate his leg. It also arranged for him (and his partner) to be transported to the airport in a 'business van' so that he had enough room to raise his leg.

Mr J is unhappy that Admiral didn't cover the costs of physiotherapy whilst away. He's also unhappy that the business van approved by Admiral was cancelled shortly before he was due to be collected, leaving him to travel to the airport in an unsuitable mode of transport. He says this was very uncomfortable as he was unable to elevate his leg and the journey lasted around 90 minutes.

In May 2023, Admiral issued a final response, not upholding Mr J's complaint. Mr J brought his complaint to the Financial Ombudsman Service.

Our investigator looked into what happened and partially upheld his complaint. She recommended Admiral pay Mr J £400 compensation for distress and inconvenience. Mr J accepted the recommendation. Admiral did not.

This complaint has now been passed to me to consider everything afresh and 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.

Admiral has an obligation to handle insurance claims promptly and fairly. And it mustn't unreasonably decline a claim.

Claim for physiotherapy

Subject to the remaining terms of the policy, cover is provided for:

Reasonable and necessary costs for emergency medical, surgical and hospital treatment including an ambulance to take you to hospital. This does not include procedures that can be carried out in your home country after repatriation, or for any

medical expenses incurred in private facilities if medically suitable state facilities are available as this is not a private medical insurance policy

Emergency treatment isn't defined under the policy terms. However, I think it's reasonable to conclude that a reasonable person would interpret this to mean something that requires immediate or urgent medical treatment, which can't wait.

I'm not a medical expert but I've considered the available medical evidence from the time.

The medical evidence from the treating doctor abroad does refer to Mr J needing physiotherapy on his knee. However, they don't give a timescale as to when the physiotherapy should take place, whether it was urgent or whether it can wait until Mr J returned to the UK.

Admiral's medical team concluded that it wasn't medically necessary for Mr J to have physiotherapy abroad and it could wait until after he arrived back in the UK. Overall, I think that conclusion was reasonable.

Although I can understand why Mr J arranged and underwent physiotherapy on his knee whilst he was abroad, I don't think Admiral has unfairly concluded this cost isn't covered under the policy as it didn't constitute emergency medical treatment, as required by the terms.

Transport to the airport

Admiral's internal contact notes reflect that it told Mr J that it would arrange transport to the airport for him. He had a 09.25am flight and the area in which he was staying was around 90 minutes' drive from the airport. So, his transport was booked for around 5am.

Admiral arranged a business van to collect Mr J and his partner. However, the contact notes reflect that the provider (who Admiral had asked to arrange the transfer to the airport) contacted Admiral around 90 minutes before the collection time to say it was no longer able to provide the service.

I'm satisfied that time was of the essence at this stage because Mr J needed to be collected in time to get to the airport for his flight later that morning. I think Admiral reasonably ought to have told Mr J earlier than it did about the problem with business van. It looks like it took around 45 minutes for Admiral to contact Mr J to let him know as it was first notified of the issue at 03.24am and Mr J was called at 04.07am.

Unfortunately, Mr J had received an automated message from the transfer provider to let him know what time he was being collected. He received that message around 03.20am. Admiral isn't responsible for that, or the confusion caused by receiving that message around the same time, Admiral received notification that the service couldn't now be provided.

However, ultimately, Admiral was aware that the transfer provider couldn't provide the business van and call recordings I've listed to reflect that it left Mr J a voicemail at 04.13am and spoke to him at 04.24am to confirm this – after one of its representatives had again contacted the transfer provider.

Admiral took responsibility for arranging the transfer to the airport and had been told that the business van had been cancelled by the transfer provider and didn't provide a suitable alternative solution before Mr J made his own way to the airport by utilising the pre-booked transfer as part of his holiday package as he didn't want to miss his return flight. Although, Admiral's representative did ask whether Mr J could arrange a taxi for himself and his

partner, I don't have any evidence that one would've been available at that time of the morning at short notice, and even if one was, whether he would've been in a better position to be able to elevate his leg given his luggage and that his partner was with him.

Mr J says the transfer wasn't suitable given his knee injury as he wasn't able to elevate his leg and it was 'crunched up'. I'm satisfied Mr J's submissions on this point are consistent, plausible and persuasive. I'm also satisfied that this made the 90 minutes journey to the airport much more uncomfortable than it needed to be and would've caused him worry as he had been advised to elevate his leg and keep it straight. Further, Mr J had the worry of having to take the alternative transfer whilst waiting in a car park early in the morning during the cold weather, with a leg injury. I'm satisfied he was in a vulnerable situation.

Although this had a short-term impact on Mr J, I'm satisfied it was considerable and caused him unnecessary discomfort, worry and inconvenience. I'm satisfied £400 compensation fairly reflects that.

Putting things right

I direct Admiral to pay Mr J £400 compensation for distress and inconvenience.

My final decision

I partially uphold Mr J's complaint and direct Admiral Insurance (Gibraltar) Limited to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 14 February 2024.

David Curtis-Johnson
Ombudsman