

The complaint

Mr M has complained that Admiral Insurance (Gibraltar) Limited ('Admiral') failed to provide him with proper assistance when he suffered an injury abroad.

All reference to Admiral includes any agents acting on its behalf.

What happened

Mr M had a travel insurance policy, underwritten by Admiral.

He was abroad when he suffered an injury and contacted Admiral for assistance. He was concerned about the medication he had been provided and wanted a second medical opinion. He said Admiral failed to reply to him promptly and did not assist with repatriation.

Mr M complained to Admiral and it offered £100 compensation for its delays in responding to him. Unhappy, Mr M referred his complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint and found that Admiral could have communicated better and should have provided prompt guidance about the medication Mr M had been prescribed. She recommended the compensation should be increased to a total of £200.

Admiral accepted the recommendation. Mr M asked for an Ombudsman's review and so the case has been passed to me for a final 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.

Having done so, I think this complaint should be partially upheld. I'll explain why.

- The background to this complaint is well known to both parties and has been set out by the investigator in some detail, so I won't repeat it here. I have carefully considered everything Mr M has said even if I don't explicitly refer to all his comments in my decision. Instead, I will focus on what I consider to be key to my conclusions.
- The relevant rules and industry guidelines say an insurer should handle claims promptly and fairly. And shouldn't unreasonably reject a claim.
- Mr M is unhappy that Admiral took too long to translate the medical report, didn't respond to his emails within a timely manner, failed to arrange a second medical opinion, failed to provide guidance about medication which he was concerned about and didn't speak to him about or arrange his repatriation.
- Mr M attended hospital and was discharged with medication. He was concerned about the medicine and asked Admiral for guidance. He sent the medical report to

Admiral on 15 February which wasn't translated until 17 February and Mr M wasn't informed about the report or given guidance about the medication until 19 February, 4 days later.

- Admiral has accepted that it delayed in translating the medical report. But it had also emailed Mr M with details of an alternative hospital on 16 February. Mr M then sent a further email with his address and chased twice. Admiral attempted to call Mr M on the following day but didn't get through.
- Mr M emailed again on 18 and 19 February and asked for the matter to be escalated to a manager as he was unhappy. Admiral sent a further email and offered £100 compensation for delays. It also asked if Mr M was returning home as planned on 20 February.
- Mr M returned as planned and replied to Admiral on 27 February.
- Mr M would like substantial compensation for the anxiety and worry caused to him as well as loss of enjoyment and the lasting effect on his health due to his injury.
- Having considered the medical evidence provided, I haven't seen anything to suggest that Admiral's actions contributed to Mr M's injury or exacerbated it. So I can't consider the impact of his injury as Admiral can't be held responsible for that.
- I also haven't seen any evidence that Mr M did attend an alternative hospital or seek a second medical opinion despite receiving details of an alternative hospital from Admiral on the 16 February. I agree that Admiral should have done more to respond to Mr M's concerns about the medication sooner, but he was provided with an option to attend an alternative facility and seek another medical opinion.
- I'm also not satisfied that Admiral should have arranged Mr M's repatriation as there is no evidence that he was advised to return home early or that he needed assistance. Mr M didn't request assistance or respond to Admiral's email of 19 February so it wasn't given an opportunity to consider whether Mr M needed further help.
- Admiral did attempt to call Mr M on a couple of occasions but wasn't able to speak to him. I would expect Admiral to respond to emails in this situation more effectively rather than Mr M having to chase. For that reason, I think Admiral should recognise the communication difficulties and the resulting frustration Mr M felt.
- I'm not satisfied that Admiral's actions have had a direct impact on Mr M's recovery or that it needed to arrange an assisted repatriation. I do think there were communication problems and delays over a matter of 4-5 days which caused distress and inconvenience to Mr M and he had to chase. For this, I think a total of £200 compensation is fair and reasonable in all the circumstances of this complaint.

My final decision

For the reasons set out above, I partially uphold this complaint and direct Admiral Insurance (Gibraltar) Limited to pay Mr M a total of £200 compensation (less any compensation already paid).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 25 April 2024.

Shamaila Hussain
Ombudsman