

The complaint

Mr G is unhappy with the way Admiral Insurance (Gibraltar) Limited dealt with a claim on their travel insurance policy.

What happened

Mr G and his partner have a travel insurance policy underwritten by Admiral.

They went on holiday and unfortunately Mr G fell ill whilst abroad and required medical assistance. He was diagnosed with diarrhoea and gastroenteritis.

Mr G contacted Admiral for help but wasn't happy with the service they provided.

He spent two days in hospital and then remained unwell at his hotel. Admiral said they would send a doctor out to his hotel, but they took too long so Mr G had to arrange one himself through his hotel.

Mr G asked Admiral if he could come home early as he no longer trusted the food abroad and was unable to eat. The doctor had signed him off as fit to fly, but Admiral said they wouldn't cover the costs if he returned home early.

Mr G referred a complaint to this service. Our investigator looked at what had happened and said he didn't think Admiral had treated Mr G unfairly.

Mr G disagreed. In summary he said:

- From a consumer duty perspective and delivering good outcomes for clients, Admiral did the opposite.
- It was stressful trying to obtain the medical fit to fly. It's unfair Admiral ignored the medical opinion that it said he was able to fly home
- They declined the claim on the basis of aviation guidelines that don't exist.

So the case has been passed to me to make 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.

The relevant rules and industry guidelines say Admiral has a responsibility to handle claims promptly and fairly. And they shouldn't reject a claim unreasonably. Mr G has referenced Consumer Duty and I've taken that into account when deciding what's fair and reasonable in the circumstances of this case.

- Returning home early

Although Mr G had been deemed fit to fly, Admirals' medical team concluded his symptoms didn't warrant a return home on a medical basis, so they said they refused to approve cover for him to cut his trip short.

The policy provides cover if a customer has to cut short their trip due to an emergency. The terms state:

Reasons for cancelling or cutting short your trip

We will provide this cover if you have to cancel your trip or cut it short because of:

a. Death, illness, injury

*The death, serious injury, serious illness ...
of you or a travel companion.*

It's not in dispute Mr G was unwell and in pain. This must've been worrying and unpleasant – especially being abroad in unfamiliar surroundings. However, I don't think there is enough medical evidence available to support Mr G was suffering from a serious illness as set out in the terms above. So I think it was reasonable for Admiral to say they wouldn't provide cover if Mr G returned home early.

I understand why Mr G must've wanted to return home in the circumstances. He was still feeling unwell and has explained he didn't want to eat the food abroad because it was what had made him ill in the first place. But unfortunately that just isn't a situation that is covered under the policy as I consider that to be more of a disinclination to eat the food, rather than a legitimate medical concern.

I'm also mindful that under "what is not covered" the policy also states:

We will not pay a claim if you cancel your trip or cut it short because you:

- do not want to travel;*
- are not enjoying your trip*

Mr G has said he wasn't able to enjoy his trip because he was unwell and unable to eat the local food. And this is the reason he wanted to come home. So in the absence of evidence of a serious medical illness, I think it was fair for Admiral to say costs associated with returning home wouldn't be covered.

Admiral also advised Mr G that he wouldn't be able to travel home early because he needed to be symptom free first for 48 hours and he'd said he was still experiencing diarrhoea and stomach pains.

I understand Admiral explained this was general aviation guidelines, and after being questioned further they provided Mr G with what they thought was a relevant extract from guidelines for a UK airport. But it wasn't the airport Mr G was travelling into, so Admiral conceded it wasn't relevant or helpful to send this to him.

I don't think Admiral were deliberately trying to mislead Mr G here. Whilst there aren't general aviation guidelines in relation to travelling whilst unwell, I don't think it was unreasonable for Admiral to advise on this in the circumstances. Some airlines have restrictions in place to boarding an aircraft after being unwell and generally speaking 48 hours symptom free from stomach and toilet issues isn't uncommon advice. So I don't think

Admiral acted inappropriately by referring to the guidance and I'm persuaded they were trying to do the right thing and not simply unreasonably avoid a claim.

- The time taken to arrange a doctor to go to the hotel

Mr G says Admiral took too long to send him medical assistance to the hotel. After a six hour wait he made his own arrangements through the hotel for a visit from the doctor.

I'm mindful that although Mr G was in pain, it doesn't appear that this was a medical emergency. So I've considered the steps Admiral took in the circumstances.

Admiral contacted their local agent and requested an appointment, but there was a technical problem which caused a delay. I'm satisfied Admiral tried to progress the matter in a reasonable timeframe in the circumstances. And I think they took reasonable steps to try and get a doctor out to Mr G as soon as possible.

So although Mr G arranged an appointment himself because he didn't want to wait any longer, I'm persuaded Admiral still would have sent someone out to him if he'd have waited.

Admiral has covered the costs for the hotel doctor, so although I appreciate the wait would have been frustrating for Mr G, I don't think I need to ask Admiral to do anything further here.

- The time taken to translate a medical report

Admiral said that the document was received on 6 March 2024 and it was translated by 7 March 2024, which is within 24 hours. They have explained they usually allow up to 24 hours to translate document, and in the circumstances of Mr G's case, I don't think this was an unreasonable timescale.

Although I appreciate Mr G was feeling unwell and wanted to return home. There wasn't a medical emergency occurring, so I don't think Admiral needed to work any faster than they usually would here. So I don't think Mr G was treated unfairly.

Mr G has argued they could've used translator websites to produce immediate results, but I think it's fair for an insurer to want accuracy and expertise in their medical translations, so I think 24 hours is reasonable in this kind of non-urgent medical claim.

Conclusion

Taking everything into account I don't think Admiral treated Mr G unfairly. While I appreciate this will be disappointing, there isn't anything further I could reasonably ask Admiral to do here.

My final decision

For the reasons set out above I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G and Mr G to accept or reject my decision before 28 April 2025.

Georgina Gill
Ombudsman