

## **The complaint**

Mr L complains that Admiral Insurance (Gibraltar) Limited unfairly declined a claim he made under his travel insurance policy.

## **What happened**

In January 2024 Mr L bought an annual multi-trip travel insurance policy from Admiral. In February 2024 he faced problems on public transport which meant he missed his flight home from Heathrow Airport. He rescheduled his flight for the next day and stayed the night in a local hotel. He made a claim for the cost of that stay on his travel insurance policy. Admiral declined the claim. It said the definition of a trip in Mr L's policy meant that he needed to be away from home for two or more consecutive nights if the trip was within the UK, as was the case here. Mr L had only been away for one night.

Mr L complained as he said the minimum trip length wasn't included in the Insurance Product Information Document (IPID) and he felt it should have been. Admiral maintained its decision. It said Mr L's claim had been declined correctly. It apologised for not specifying the trip length in the IPID but said that document wasn't tailored to individual needs and might not provide all the information relevant to a person's requirements. It said it had also given Mr L the full policy terms separately. Mr L remained unhappy and so brought his complaint to this service.

Our investigator didn't uphold Mr L's complaint. He thought it was reasonable for Admiral to decline the claim as it was in line with the policy terms. And he was satisfied it wasn't reasonable to expect Admiral to include the definition of a trip in the IPID – it was enough to include that definition in the full terms and conditions.

Mr L disagreed. He felt the length of a trip should have been made clear in the IPID. And had it been he would have been able to make an informed decision about whether the policy was right for his needs. He said he would have reconsidered buying the policy had he known Admiral defined the trip as two nights or more.

## **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.

Mr L doesn't dispute the fact that the terms and conditions of his policy defines a 'Trip' as being:

*"A journey that begins and ends at your home during the period of insurance that is either within the UK where you have paid a fee to stay in pre-booked commercially operated accommodation (more than 25 miles away from your home for two or more consecutive nights), or outside the UK."*

This is reiterated later on in the policy under the section called 'Region of cover' where it says:

*“UK – A trip where you have paid a fee to stay in pre-booked commercially-operated accommodation (more than 25 miles away from your home for two or more consecutive nights.)”*

Mr L's argument is that the IPID didn't provide the same explanation of what is meant by a trip. And he thinks it should have done.

The IPID is intended to provide a short summary of the most important and relevant information about the policy in a format standardised throughout the insurance market. It won't include information specific to an individual consumer – that is provided in the policy schedule. And it won't include all the information contained in the full terms and conditions document. But it should include significant and unusual features.

There's no definition of a trip in the IPID given to Mr L. There is a reference to trip length, where it says under the 'Are there any restrictions on cover?' section that trip length for multi-trip policies is up to a maximum of 31 days per trip. But there's no reference to the exclusion about trips within the UK having to be for two or more consecutive nights.

Should there have been? Possibly. I can see why Mr L thinks it's a significant feature and so should have been included. Equally, I can see why another customer might not think it's important or significant. And I need to take account of the fact that the IPID, like I've said above, isn't tailored to the individual and is only intended to highlight the most important and relevant information. Mr L was given the full terms and conditions after all.

But even if I did think Admiral should have included that feature of the policy in the IPID, that's not the end of the matter. I would then need to decide if, had it done so, would it have made any difference. That is, do I think it's more likely than not that Mr L would have made a different decision and not bought the policy if that feature had been included in the IPID.

Mr L says his intention was to buy travel insurance to cover frequent short trips within the UK. He said he would have reconsidered buying the policy if he'd known about the exclusion regarding trip length for UK travel. Mr L doesn't say he wouldn't have bought the policy, only that he would have reconsidered the matter. Admiral's policy did cover him for trips within the UK so it met that requirement. I'm also conscious that the issue of two nights only came to light due to the circumstances that occurred after he'd bought the policy – that is, when he had difficulties getting home and had to stay one night in a hotel.

So, I can see why Mr L wasn't happy that aspect wasn't covered in the IPID once that came to light and after his claim had been declined. But would it have made a difference when he was buying the policy. I recognise this is subjective but on balance and based on the evidence I've seen and what Mr L has said, I don't think it would have done. I think it's more likely than not he would have continued with the purchase anyway.

In light of the above, and looking at things in the round, I don't think Admiral's decision to decline Mr L's claim was unfair or unreasonable.

### **My final decision**

For the reasons stated above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 20 February 2025.

Richard Walker

**Ombudsman**