

The complaint

Miss L and Mr W are unhappy that Admiral Insurance (Gibraltar) Limited declined a claim they made on their travel insurance policy.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my 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 that Admiral have a responsibility to handle claims promptly and fairly. And they shouldn't decline a claim unreasonably.

The policy terms and conditions say there is no cover for:

“14. Anticipated events

An anticipated event which affects your trip, and which you:

- Knew would happen; or
- Could reasonably have expected to happen;

When you took out or renewed your policy, or booked your trip, whichever is later.”

I'm partly upholding Miss L and Mr W's complaint but I think the £200 compensation offered is fair and reasonable. I say that because:

- Miss L was hospitalised with Hyperemesis Gravidarum ('HG') in late April 2024. She then saw her GP on 4 May 2024 with symptoms of increasing sickness. The policy was taken out on 3 May 2024 to cover a trip commencing on 19 May 2024. So, I think Admiral reasonably concluded that the cancellation of the trip was an anticipated event.
- I appreciate Miss L had a condition which would have been covered by the policy as a complication of pregnancy. But, in the circumstances of this complaint, I don't think that's central to the outcome of this case. That's because the exclusion outlined above applies as I think it's reasonable to conclude Miss L and Mr W were aware that there was a risk of claiming when they took out the policy.
- I've considered Miss L's representation that HG is a variable condition that can stop at any point during the pregnancy. However, as she'd recently been hospitalised and visited her GP the day after the policy was taken out, I think it's reasonable to

conclude that the exclusion above applies.

- I've taken into account that Admiral incorrectly advised Miss L that she would be covered under the policy when she took it out. But, that doesn't mean the claim should be paid. Admiral has offered compensation for the distress and inconvenience of Miss L and Mr W being given an expectation of cover. I think the £200 compensation offered fairly reflects the impact of the distress and inconvenience caused to Miss L and Mr W by the loss of expectation they experienced.
- I don't think it would be fair and reasonable to direct Admiral to pay the claim because of the misinformation Miss L and Mr W were given. Miss L and Mr W had already booked their holiday and so they didn't rely on that incorrect information when committing to the holiday. So, I don't think being given the wrong information has caused them financial detriment.
- In any event, it's unlikely that Miss L and Mr W would have been able to source alternative cover for their trip. Most travel insurance policies, if not all, exclude foreseen events. That's because travel insurance is designed to cover unforeseen circumstances. This further persuades me that it's fair and reasonable for Admiral to decline the claim.

My final decision

Admiral Insurance (Gibraltar) Limited has already made an offer to pay £200 to Miss L and Mr W to settle the complaint and I think that's fair in all the circumstances.

My final decision is that Admiral Insurance (Gibraltar) Limited should pay £200 to Miss L and Mr W if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss L and Mr W to accept or reject my decision before 1 May 2025.

Anna Wilshaw
Ombudsman