

## **The complaint**

Ms S complains about how Admiral Insurance (Gibraltar) Limited ('Admiral') handled a claim for medical assistance under her travel insurance policy.

All references to Admiral include the agents appointed to handle claims on its behalf.

## **What happened**

Ms S was insured under an annual travel insurance policy, provided by Admiral. Ms S declared a number of pre-existing medical conditions when purchasing the policy.

Unfortunately, while on holiday abroad, Ms S fell and broke a limb. Ms S was taken to hospital and her relative notified Admiral about the accident. Admiral said it needed to access Ms S's medical records before it could confirm cover.

Two days later, following over 30 telephone conversations between Admiral, Ms S's relative and Ms S's husband, Admiral agreed to accept cover on receipt of a signed indemnity form from Ms S. Ms S flew back to the UK later that day on flights she and her husband had arranged themselves.

Ms S subsequently complained to Admiral about the lack of assistance provided, as well as about issues including the lack of availability of a wheelchair, unsuitable transport to the airport and access to the airplane.

Admiral said it was satisfied with how it had handled the claim and, as Ms S remained unhappy, she brought her complaint to the attention of our service.

One of our investigators looked into what had happened and said he didn't think Admiral had acted unfairly or unreasonably in the circumstances. Ms S didn't agree with our investigator's opinion, so the complaint was referred to me.

I made my provisional decision about Ms S's complaint earlier this month. In it, I said:

*'I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.'*

*I've taken into account all the evidence provided by both parties, but I won't be commenting on each and every complaint point raised. Instead, reflecting the informal nature of our service and in line with my remit, I'll only be addressing what I consider to be the key issues.*

*For the avoidance of doubt, Admiral is responsible for the actions of the medical assistance company it appointed to deal with Ms S's claim.*

*Industry rules set out by the regulator say that insurers must handle claims promptly and fairly and should provide reasonable guidance to help a policyholder make a claim, as well as appropriate information on its progress. Industry rules also say that firms should support customers and ensure they don't face unreasonable barriers during the life cycle of a*

product. Unreasonable barriers include asking customers for unnecessary information or evidence. I've taken these rules into account when making my provisional decision, and I'm not satisfied that Admiral has complied with them.

Ms S's policy terms and conditions say that Admiral may need permission from the policyholder to contact their doctor to access their medical records in the event of a claim for illness or injury. This isn't unusual and our service has no power to tell an insurer how it should run its internal claims management processes. However, I asked Admiral why it was necessary for it to request Ms S's medical records in these circumstances, as its own claims notes recorded that its usual trigger for doing so wasn't present in this case.

Admiral has now acknowledged that it didn't need to request Ms S's medical records in these circumstances.

And, even if I were to accept that Admiral had acted reasonably by requesting Ms S's medical records, Admiral didn't arrange to ask for these records until Ms S was already back in the UK. I don't think this is an acceptable delay in a case involving a medical emergency regardless of the wider surrounding circumstances which Admiral gave as a reason for failing to request the medical records sooner. Furthermore, I've seen no reasonable explanation for Admiral's two-day delay in agreeing to cover Ms S's claim on an indemnity basis in circumstances where Admiral was aware of concerns about the standard of care in the destination Ms S was in.

If Admiral had acted as I think it should have and accepted cover for Ms S's claim from the outset, then Ms S wouldn't have been left in a vulnerable situation abroad without assistance. Ms S experienced distress and upset while injured in a foreign hospital, unaware of what the next steps would be, without a local agent to help until Admiral decided to proceed on an indemnity basis. I think Admiral had multiple opportunities to step in to provide assistance to Ms S sooner than it did.

Admiral's email to Ms S on the day it was notified of the incident said it would contact the treatment facility directly, but this didn't happen, which I think is likely to have contributed to the confusion about whether a fit to fly certificate was necessary. There were delays (including an overnight delay) by Admiral in translating and reviewing medical reports and I see no reason why Admiral couldn't have obtained a verbal medical report from the treating doctor sooner than it did. I'm satisfied that Admiral's failings in this regard contributed to what was clearly a very stressful repatriation day for Ms S. In addition, I don't think Admiral's comments about accommodation being Ms S's responsibility to arrange were accurate, reasonable or helpful in the circumstances Ms S was in.

I'd have expected Admiral, not Ms S, to have arranged the repatriation flights, ensuring there was suitable transport to the airport and wheelchair access in place in line with medical advice. I'm satisfied that the mode of transport which Admiral arranged for Ms S to the airport was in line with the medical recommendations that I've seen, but Admiral didn't specifically request for a wheelchair to be available for that journey and for Ms S's entry to the airport. And, I think Admiral could have done more to try to arrange wheelchair assistance for Ms S once she was at the airport. While I appreciate that the repatriation flights weren't booked by Admiral, I've seen no evidence that Admiral contacted the airline or the airport about wheelchair assistance, which I'd reasonably expect it to have done.

However, I should say that I've seen no medical recommendations stating that Ms S required a stretcher to the airplane and, if Ms S needed access to a wheelchair abroad, then I wouldn't necessarily expect Admiral to be in a position to source this for her. Advice for a policyholder to purchase an item themselves and then submit a claim for reimbursement isn't necessarily unusual or unreasonable in a situation like this, and the lack of availability of a

*wheelchair in the area Ms S was in isn't something I could fairly hold Admiral responsible for. But I do agree with Ms S's submissions that Admiral's advice for her to use an EHIC card in a country where such a card isn't valid falls below the expectations I'd have of a travel insurer providing assistance in an emergency medical situation.*

*In addition, I agree with the comments set out in Admiral's claim notes that it didn't act proactively, didn't provide callbacks as requested and didn't keep Ms S updated.*

*Overall, Admiral didn't handle this claim as I think it should have and didn't provide Ms S with what I'd consider to be an appropriate level of assistance. I also don't think Admiral handled Ms S's complaint in the way I'd expect, and I've taken this into account when making my provisional decision, as I'm entitled to do. While referral rights to our service were provided to Ms S by Admiral within 8 weeks of her complaint in line with regulatory requirements, it's disappointing to see that Admiral didn't uphold Ms S's complaint when its internal notes very clearly state, on more than one occasion, that there were multiple failings in its handling of this claim.*

*I'm satisfied that Admiral's errors in this case caused Ms S considerable distress and upset and significant inconvenience, as well as pain and discomfort. And I think it would be fair and reasonable in the circumstances for Admiral to pay compensation to Ms S for the impact of the situation on her.*

*I have no power to seek to punish or fine a business through an award of compensation, and our service doesn't award compensation for what could have or might have happened – I can only award compensation for what actually happened. While I understand Ms S's husband is also a customer of Admiral's under a different insurance policy, I can't award compensation to reflect the inconvenience suffered by him within this decision. This is because Ms S's husband isn't insured under this policy and therefore isn't an eligible complainant under our rules with regard to Ms S's complaint about her own insurance policy. Mr S made most of the telephone calls to Admiral and appears to have made many of the other arrangements, which in turn reduced some of the impact of the situation on Ms S directly, although I do accept that Ms S was worried about her husband's health at the time.*

*Having taken all of the circumstances into account, I think a payment of £750 by Admiral for the impact of the situation on Ms S would be fair and reasonable compensation.*

*It appears that Admiral has now paid Ms S's claim costs under her policy. If any costs remain outstanding or if Ms S is unhappy with the amount received, then she'd need to complain to Admiral directly in the first instance before our service could investigate that issue.'*

So, my provisional decision was that Admiral should pay Ms S £750 compensation.

Ms S and Admiral both accepted my provisional findings.

### **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.

As neither party has provided any new information or additional evidence, I see no reason to change my provisional decision.

### **Putting things right**

Admiral Insurance (Gibraltar) Limited must put things right by paying Ms S £750 compensation for the distress and inconvenience she experienced.

Admiral Insurance (Gibraltar) Limited must pay the compensation within 28 days of the date on which we tell it Ms S accepts my final decision. If it pays later than this it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

### **My final decision**

I'm upholding Ms S's complaint about Admiral Insurance (Gibraltar) Limited, and I direct it to put things right in the way I've outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 22 April 2025.

Leah Nagle  
**Ombudsman**