

## **The complaint**

Mr B and Mrs C are unhappy with the service Mrs C received from Admiral Insurance (Gibraltar) Limited and their decision to decline a claim she made on a travel insurance policy.

## **What happened**

Mrs C was travelling with her young son, who has autism. Part of her itinerary included a boat trip lasting three days and two nights. Shortly before boarding she noticed a blister on her leg. This worsened during the boat trip, and she sought urgent medical attention. She's complained to Admiral about the support she received and their decision to decline the claim.

Admiral said they'd declined the claim because Mrs C hadn't added cruise cover to the policy. So, there was no cover available. They did offer Mrs compensation for delays in handling her complaint and as a gesture of goodwill. Unhappy, Mrs C complained to the Financial Ombudsman Service.

Our investigator looked into what happened and didn't uphold the complaint. He thought the claim had been fairly declined and that Admiral weren't in a position to provide Mrs C with assistance because there was an issue with the cover available. He thought the compensation offered was fair.

Mrs C didn't agree and asked an ombudsman to review the complaint. She thought the compensation for the delay in handling the complaint didn't reflect the impact on her. And she didn't think that exclusion relating to the cruise cover had been fairly applied. Mrs C also reiterated that she'd received limited support whilst she was abroad. So, the complaint was passed to me to decide.

## **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.

I'm sorry to read of the circumstances which caused Mrs C to claim. I empathise with everything she's said about how difficult and frustrating the situation was, particularly given the circumstances she's described in relation to her son.

The relevant rules and industry guidelines say that Admiral has a responsibility to handle claims promptly and fairly. And they shouldn't reject a claim unreasonably.

The starting point is the policy terms and conditions. The cruise section of cover says:

You must include this additional cover if any part of your trip will include a cruise, otherwise you will not have any cover under this policy.

Cruise is defined as:

A trip lasting more than one day where transport and accommodation are mainly on a seagoing passenger ship.

I'm not upholding Mrs C's complaint because:

- I think Admiral reasonably concluded Mrs C's trip included a cruise. She was due to be on board for three days and two nights. The booking invoice refers to the trip as a cruise.
- As Mrs C's trip included a cruise she needed to add the additional cover option. This was clearly explained in the policy terms and in the Insurance Product Information Document (IPID).
- Mrs C didn't purchase cruise cover and so there's no cover available in the event of a claim. I think that's reasonable and in line with the policy terms.
- I don't think it would be fair and reasonable to direct Admiral to step outside the policy terms in the circumstances of this case. I don't think it's fair to direct Admiral to cover the cost of a claim when Mrs C hasn't paid for the benefit of the cover she needed. And, it was for Mrs C to ensure she had the appropriate cover available for her trip.
- Admiral isn't responsible for the conduct of a foreign hospital. They weren't in a position to confirm cover and so couldn't provide a guarantee of payment. So, whilst I appreciate it was very distressing that Mrs C was being harassed for payment, I don't think that's because of anything Admiral did wrong.
- Admiral couldn't confirm cover for Mrs C because of the cruise element to the trip. So, they couldn't suggest, for example, a local agent to assist Mrs C or for a relative to join her to help with her son. That's because they hadn't accepted liability and, ultimately, Mrs C would have ended up bearing those additional costs. Therefore, I think Admiral acted reasonably in the circumstances.
- I appreciate that Mrs C lost confidence in Admiral and sought medical attention for her son (in relation to a different issue) without their help. I understand why she made that decision. However, Admiral didn't have the opportunity to assist her with this issue. If Mrs C considers that there's outstanding costs in relation to her son's treatment, she can ask Admiral to consider those costs.
- Admiral has offered some compensation for the complaint handling. But, even if I accepted Mrs C's arguments about the impact of the delay in responding her complaint, it wouldn't change my thoughts about the overall outcome of this complaint. Complaint handling isn't a regulated activity. So, the Financial Ombudsman Service can't consider complaints purely about complaint handling. If Mrs C wishes to accept that compensation, as I understand the cheques have expired, she'll need to get in touch with Admiral directly.

### **My final decision**

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs C to accept or reject my decision before 14 August 2025.

Anna Wilshaw  
**Ombudsman**