

The complaint

Mr G's complaint is about the rejection of a claim made under his annual travel insurance policy with Admiral Insurance (Gibraltar) Limited.

What happened

Mr G was due to fly to the Middle East on 1 October 2024 but when he arrived at the airport, he discovered his flight had been cancelled. The airline said this was because of security concerns and the airspace for part of the route had been closed. Mr G booked on to an alternative flight to a different country and then planned to get a connecting flight from there to the original destination. However, Mr G says that when he arrived, the connecting flight had been cancelled and he was unable to get any other flights. Mr G says he was therefore forced to return to the UK and abandon his trip. Mr G made a claim under his policy with Admiral for the unused accommodation and car hire and the additional expenses he incurred.

Admiral considered Mr G's claim. It said that the policy provides cover if the cancellation of the trip is due to certain specified reasons and the only one that is relevant to the circumstances of Mr G's claim states that the inability to travel must be due to Foreign, Commonwealth & Development Office ("FCDO") advice not to travel. Admiral says there was no FCDO advice not to travel to the intended destination and therefore the claim is not covered.

Mr G was very unhappy about this and complained. Admiral did not change its position, so Mr G referred the matter to us.

One of our Investigators looked into the matter. She did not recommend it be upheld because she agreed Admiral was entitled to reject the claim for the reasons it did.

Mr G does not accept the Investigator's assessment. Mr G has made a number of points in support of his initial complaint and in response to the Investigator. I have considered everything he has said and have summarised his main points below:

- his claim should have been covered under the 'abandonment' section of the policy, which covers costs up to £5,000 if a trip is abandoned following a delay of more than 24 hours.
- He tried everything he could to continue his trip and not incur these losses.
- He provided a newspaper article about someone that had decided not to travel to Mr G's intended destination at the same time due to the dangerous situation there.
- The FCDO website said that "*terrorists are likely to try to carry out attacks*" in the intended destination and advised against all travel to parts of the country he was due to travel to. While this did not cover the area he was planning to visit, it indicates a heightened risk level, which would have influenced the airline's decision to cancel flights.
- The airline had real time intelligence that influenced its decision.
- While the policy's wording may not strictly cover the exact cause of the cancellation, the overarching principle of trip abandonment due to no fault of the traveller should

be applicable.

Mr G also provided extracts from the airline's operations log which confirms that his original flight was cancelled due to security risks. He says his claim should therefore be reconsidered under the '*government travel advice*' clause of the policy.

The Investigator asked Admiral to provide its comments on the new evidence provided but it did not change its position. Admiral said the FDCO advice had been the same in August 2024, when Mr G booked his trip, so had not been increased in risk since then. The policy would only provide cover if the FCDO issued warnings against travel after Mr G booked the trip. Admiral also did not think there was cover under the abandonment section of the cover either, as this only covers delays caused by strikes, industrial action, mechanical breakdown or severe weather conditions.

The Investigator did not change her mind either, so as the Investigator was unable to resolve the complaint, it has been referred to me.

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 starting point is the policy. There are two sections of the policy that the parties agree are potentially relevant to Mr G's claim: Section 2 (which covers cancellation or cutting short a trip) and Section 4 (which covers missed departure, delay or abandoned trips). I will consider whether Mr G's claim falls within each of these in turn.

Section 2 of the policy says that it will provide cover for cancellation or cutting short of a trip as a result of certain specified events. It lists nine possible insured events. The only one listed that would appear relevant to Mr G's claim is the ninth: "*Government travel advice*". This says:

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

You cannot travel to your intended destination due to the Foreign, Commonwealth & Development Office advising against "all travel" or 'all but essential travel' to your destination or location after you took out the policy or booked the trip, whichever is later".

FCDO website at the time of his scheduled flight in October 2024 advised against all travel to some areas of the country Mr G was planning to fly to. These areas are within 100 miles, so relatively close to Mr G's intended destination. I also note that the FDCO website did provide a warning of general terrorist activity in the country. However, the FCDO website did not advise against travel to the airport Mr G was booked to fly into or the area of the country he intended to visit.

And, as Admiral has pointed out, the advice was the same as when he booked the original flight. So, even if the website could be interpreted as containing an implied warning not to travel to the country in question (which I do not accept), as it was the same advice as was in place when Mr G booked the flight, it would not be covered anyway.

Mr G has provided a copy of an email from the airline that says it was due to "*airspace closure and/political unrest*". So, I accept that the evidence is that the airline's decision to cancel Mr G's flight was due to security risks and fears. However, while the airline cancelled the original flight for security reasons, this seems to be because of problems with airspace

over another country and not due to concerns about the destination airport. In any case, the airline making a decision not to fly, or being unable to take a route through certain airspace, is not one of the listed events that would be covered under this section of the policy. Mr G says the airline had real time intelligence that influenced its decision but I think the FCDO would likely have had the same intelligence and did not change its advice.

Given all of the above, I think it was reasonable of Admiral to conclude that the reason Mr G was not able to take the original booked flight was not due to FCDO advice against all travel or all but essential travel. And the reason Mr G could not get the connecting flight, was not due to any of the listed events either, as he said this flight was cancelled due to a festival taking place. Having considered everything carefully, I think Admiral acted fairly in deciding there was no cover under this section of the policy.

I have gone on to consider whether there should be cover under “*Section 4: Missed departure, travel delay or abandoned trip*” of the policy.

This section says it will provide cover:

“if you decide to abandon your trip because the international departure of your pre-booked aircraft ... is delayed by more than 24 hours, or is cancelled with no alternative transport available within 24 hours of the scheduled departure, because of strike, industrial action, severe weather conditions or mechanical breakdown...

We do not cover delays to connecting transport between two non-UK countries,

We do not cover you abandoning a trip due to delay of less than 24 hours.”

Again, this section of cover specifies the events that will be covered (strike, industrial action, mechanical breakdown) and an operational decision by an airline for security reasons is not one of the specified events.

While there were then delays with Mr G’s connecting flight, this section only covers delay or cancellation of the international departure and does not cover connecting transport between two non-UK countries.

I therefore also consider that Admiral was entitled to reject the claim under this section of the policy.

Mr G has asked for discretion to be applied given the particular circumstances of his case. Admiral did tell Mr G in its final response letter that it would consider it further because it was an unusual situation. I think this was reasonable. But having reconsidered the matter, Admiral maintained its position that the claim was not covered. I think it was entitled to do so. Insurers are generally entitled to decide what cover they want to provide and while I accept this was beyond Mr G’s control and he made every effort to continue his trip, the circumstances here do not fall within any of the listed events that would trigger cover.

I have also considered the article Mr G provided about another traveller that decided not to try and travel to the same country. While this highlights the security concerns in that region at the time, it does not impact my consideration of whether Mr G has been treated fairly in relation to his claim with Admiral.

I do have sympathy with Mr G’s situation. However, unfortunately travel insurance does not cover every event that might happen and I am satisfied that Admiral has acted fairly and reasonably in refusing Mr G’s claim.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 16 July 2025.

Harriet McCarthy
Ombudsman