

The complaint

Mr D and Mrs T complain because Admiral Insurance (Gibraltar) Limited ('Admiral') hasn't paid their travel insurance claim. Mr D and Mrs T are also unhappy with how Admiral handled the claim. All references to Admiral include the agents appointed to deal with claims and complaints on its behalf.

What happened

Mr D and Mrs T were insured under a travel insurance policy, provided by Admiral.

Unfortunately, while on holiday abroad, Mrs T went to hospital with what turned out to be a very serious illness. Admiral paid for tests for Mrs T, as well as for the cost of a one-night hospital admission but refused to pay for surgery as it said Mrs T should return to the UK to have this.

Mrs T went ahead and had the surgery abroad based on what she and Mr D say was the medical advice of the treating doctor there. Mr D and Mrs T subsequently made a claim with Admiral for the money they paid for medical expenses and new return flights.

Around four months later, as they were still awaiting an answer from Admiral about the outcome of their claim, Mr D and Mrs T brought a complaint to our Service. In August 2024, some nine months after the claim details were first sent to it, Admiral said it would assess the claim. So, Mr D and Mrs T withdrew their complaint with us.

However, when Mr D and Mrs T still hadn't received a decision about the claim from Admiral over a year after first sending it the details, they pursued this complaint with our Service.

In March 2025, around 16 months after it was first sent the details of the claim, Admiral said the claim was declined because Mr D and Mrs T's policy only covered the cost of emergency medical treatment abroad, and it had told Mr D and Mrs T to curtail their trip and return to the UK for Mrs T's surgery. Admiral paid Mr D and Mrs T £50 compensation for its delays.

One of our Investigators looked into what had happened and said she didn't think Admiral had acted unfairly or unreasonably in the circumstances by refusing to pay Mr D and Mrs T's claim. However, she thought Admiral should pay a total of £250 compensation for its delays.

As no resolution was reached, Mr D and Mrs T's complaint was referred to me to make a decision, as the final stage in our process. I made my provisional decision about this complaint in July 2025. In it, I said:

'Industry rules set out by the regulator say insurers must handle claims promptly and fairly and shouldn't unreasonably reject a claim. These rules also say insurers should provide reasonable guidance to help a policyholder make a claim and appropriate information on its progress. And, under Consumer Duty rules, firms should act in good faith and avoid causing foreseeable harm to customers. I've taken these rules, as well as what I consider to be good industry practice, into account when reaching this provisional decision.'

The terms and conditions of Mr D and Mrs T's policy provide cover for the reasonable and necessary costs of emergency medical treatment if the policyholder falls ill abroad (alongside additional accommodation and transport costs in certain circumstances). The policy doesn't cover medical treatment that can be carried out in the policyholder's home country after repatriation.

More specifically, the policy says:

'Our emergency assistance service may arrange ... for your repatriation to your home area if our medical advisor or the doctor treating you thinks it's safe.'

and

'We will not pay any claim:

...

- for treatment, tests or surgery ... that is not essential in the opinion of our medical adviser or could reasonably have waited until your return to your home.'*

In making a decision about whether surgery can wait until the policyholder returns home, I'd expect Admiral to take all the available medical evidence (including the opinion of the treating doctor) into account and act in the best medical interests of the policyholder rather than making any decisions based purely on cost.

While there's no written medical evidence in this case confirming that the surgery abroad was emergency in nature, Admiral hasn't provided any persuasive medical evidence in support of its reliance on the policy exclusion that the surgery wasn't essential.

It wouldn't be logical to conclude that Mrs T should have (or indeed could have) curtailed her trip for surgery to take place in the UK if she wasn't medically cleared as being safe to fly at that time. If Mrs T wasn't fit to fly then, in doing so, she would have been acting against medical advice, which is a specific, listed policy exclusion in itself.

I've seen no medical evidence which says Mrs T was fit to fly at any point between the date her tests were carried out and when her surgery took place two days later. In fact, the medical evidence which I've seen indicates that Mrs T wasn't fit to fly.

The medical certificates from the treating hospital dated 31 October 2023, 1 November 2023 and 2 November 2023 all say Mrs T needed 'further re-evaluation before flying...'. I've also seen screenshots of messages between Mrs T and a coordinator at the treating hospital referring Mrs T back to the content of these medical certificates in response to a direct question about whether she was fit to fly. Admiral has already been sent these screenshots.

Admiral's claims notes clearly show it didn't know whether Mrs T was fit to fly at the point it advised her to curtail her trip and return to the UK for surgery. Admiral received notification from the hospital in the early hours of 1 November 2023 that Mrs T's surgery had been scheduled for the following morning. Admiral subsequently emailed the hospital requesting confirmation of whether Mrs T was fit to fly but never received a response, and Admiral didn't follow-up on the request directly with the treating hospital as I'd expect it to have done in these circumstances.

Admiral told Mr D in a telephone call on 1 November 2023 that they should curtail the trip and return to the UK if Mrs T was fit to fly. I don't think it was fair or reasonable for Admiral to leave it to Mr D to try to obtain further information about Mrs T's fitness to fly when all the

medical evidence available at that time pointed to Mrs T being unfit to fly.

Overall, I don't think Admiral had sufficient medical evidence upon which to base a decision that curtailment of the trip was appropriate and/or that surgery abroad wasn't essential (or ultimately inevitable). I'm satisfied that it's fair and reasonable in the circumstances to interpret the available medical evidence as meaning it's more likely than not that Mrs T hadn't been given medical confirmation that she was fit to fly. So, she therefore couldn't reasonably have curtailed her trip to obtain surgery in the UK as Admiral is suggesting she should have. So, I don't think it's fair and reasonable in the circumstances for Admiral to decline to cover the costs of Mrs T's surgery on the basis that it could have waited until she returned home.

Mr D and Mrs T have said, after Mr D's telephone conversation with Admiral on 1 November 2023, they made arrangements to return to the UK as soon as possible. When they told the hospital coordinator this the following morning, Mr D says they were called and told Mrs T should have the surgery urgently, that it was an emergency and it couldn't wait.

I'm satisfied Mr D and Mrs T's preference was for Mrs T to return to the UK for surgery rather than have it performed abroad. The surgery would have been free on the NHS and Mr D and Mrs T think it would have been of higher quality. Mr D and Mrs T's testimony about what happened has, I think, been plausible, persuasive and consistent. And, they have contemporaneous evidence supporting what they've said in the form of screenshots of messages and calls between Mr D and the hospital coordinator on 2 November 2023, a copy of which I've attached for Admiral to see.

Admiral's contemporaneous claims notes contain no medical commentary as to whether it was safe for Mrs T to embark on a flight of over 12 hours with the medical condition and symptoms she had and/or how long Mrs T's surgery could likely have waited to be performed.

So, based on the evidence I've seen, I don't think Mr D and Mrs T were unreasonable in arranging for Mrs T's surgery to take place abroad. I'm satisfied they made the most appropriate decision they could in the circumstances, acting on the medical advice of the treating doctor, in circumstances where Mrs T likely wasn't fit to fly. This means I don't think it's fair or reasonable in the circumstances for Admiral to decline their claim on the basis that the surgery wasn't an emergency.

The fact that Mr D and Mrs T were told the surgery wouldn't be covered but went ahead and arranged it anyway doesn't mean it's fair and reasonable for Admiral to decline the claim in circumstances where I think this claims decision was unreasonable in the first place.

Admiral has also commented on the timing of Mr D and Mrs T's eventual return flight. I'm satisfied based on the medical evidence I've seen that Mrs T wouldn't have been fit to fly any earlier than she eventually did. In any event, I think it's fair and reasonable to conclude that Admiral has now lost any further opportunity to investigate the details of the circumstances surrounding the eventual return flights due to its unreasonable delays in dealing with this claim, which I've addressed in more detail below.

Overall, for the reasons I've outlined, I currently think it would be fair and reasonable in the circumstances for Admiral to accept Mr D and Mrs T's claim for the hospital bills, as well as for any additional flight and accommodation costs which may remain outstanding. Interest should be added to the settlement payment in line with our current general approach. If Admiral requires reasonable evidence in support of the costs being claimed for then it's entitled to request this, but I'd expect it to do so in good time. Any subsequent dispute about the amount of the settlement paid would need to be raised with Admiral as a new complaint

in the first instance before our Service would have the power to consider the matter.

Turning to the compensation which I think is fair and reasonable, I've given careful thought to the impact of this situation on Mr D and Mrs T. Cover for Mrs T's surgery was unfairly declined at a time when Mr D and Mrs T were in a vulnerable position, away from home in a country where English isn't the first language. Mrs T was clearly seriously ill, and her and Mr D were given very limited assistance after 2 November 2023, despite the policy stating that Admiral would make arrangements for repatriation.

I'm not satisfied that Admiral handled this claim in line with industry rules. I think it's fair to say the time taken by Admiral to give Mr D and Mrs T an answer about whether their claim was covered was wholly excessive. And, Mr D and Mrs T weren't kept updated during this time, for a period of around 16 months overall. There's no fair basis for Admiral to conclude that Mr D and Mrs T weren't waiting as long as they were because they withdrew their original complaint with our Service. Mr D and Mrs T only did this because Admiral told them it would be assessing their claim at that point.

The distress, inconvenience and frustration caused to Mr D and Mrs T as a result of Admirals actions in this case were of significant, long-term impact. I think a total award of £750 compensation would be fair and reasonable in the circumstances. For the avoidance of doubt, this includes the £50 compensation which Admiral has already paid.'

Mr D and Mrs T accepted my provisional decision, but Admiral didn't. Admiral says it told the hospital that surgery wasn't necessary, but it chose to proceed anyway and also provided a retrospective opinion from its medical assistance team about the events which took place.

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've carefully read and thought about the submissions which Admiral has provided in response to my provisional decision. I've already explained that I don't think Admiral's statements about the surgery abroad not being covered are a fair and reasonable reason upon which to base a decline of this claim. If Admiral's underlying decision that Mrs T should have curtailed her trip and returned to the UK for surgery was unreasonable, which I think it was, then it wouldn't be fair or reasonable to allow Admiral to turn down the claim because it (incorrectly) told Mrs T to return home.

I don't think the statement from Admiral's medical assistance team carries sufficient persuasive weight so as to convince me that Admiral's stance was likely a fair one. The statement is retrospective and provided some 21 months after the events that took place. While I appreciate the request for surgery was reviewed by Admiral's nurse and discussed with a doctor on 1 November 2023, the notes state that more information was needed (namely, a fit to fly and blood results). Admiral was very clearly unaware of whether Mrs T was fit to fly and I think it would have been reasonable for Admiral to have taken further steps to clarify this before telling Mr D and Mrs T that they should return to the UK. I don't agree with the contention that Admiral wasn't given the opportunity to have a discussion with the treating medical team. As I set out in my provisional decision, Admiral took no action to pro-actively contact the hospital to follow up on its request for confirmation of Mrs T's fit to fly status when its email request went unanswered. And it was open to Admiral to contact the treating hospital at any time to discuss Mrs T's medical condition.

If Mrs T wasn't fit to fly, which I'm satisfied based on the information I've seen that it's likely she wasn't, then I don't think it was fair or reasonable for Admiral to advise her to return

home. I think it's unlikely Mrs T could have returned home at the point Admiral advised her to, which means the surgery abroad may always have been inevitable given the symptoms Mrs T is described as experiencing.

Overall, I remain satisfied that Mrs T was most likely unfit to fly when Admiral advised her to curtail her trip and return to the UK for surgery. And, I think it was unfair and unreasonable in the circumstances for Admiral to decline this claim on the basis that the surgery wasn't an emergency.

Putting things right

Admiral Insurance (Gibraltar) Limited needs to put things right and do the following:

- Pay Mr D and Mrs T's claim for medical expenses, additional accommodation and/or additional flight costs in line with the remaining policy terms and conditions;
- Add interest at 8% simple per annum from one month after the date the claim was made until the date the settlement is paid¹;
- Pay Mr D and Mrs T a total of £750 compensation for the distress and inconvenience they experienced.

Admiral Insurance (Gibraltar) Limited must pay the compensation within 28 days of the date on which we tell it Mr D and Mrs T accept 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 Mr D and Mrs T'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 Mr D and Mrs T to accept or reject my decision before 12 September 2025.

Leah Nagle
Ombudsman

¹ If Admiral Insurance (Gibraltar) Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr D and Mrs T how much it has taken off. It should also give Mr D and Mrs T a tax deduction certificate if they ask for one so they can reclaim the tax from HM Revenue & Customs if appropriate.