

The complaint

Mr and Mrs S complain about how Admiral Insurance (Gibraltar) Limited handled a claim under their travel insurance policy.

What happened

Mr and Mrs S had an annual multi-trip travel insurance policy which covered them between 29 September 2023 and 28 September 2024. The insurer was Admiral.

Mr and Mrs S had booked a trip abroad between 5 and 15 July 2024. Unfortunately, Mr S became ill on 8 July 2024 and he attended a clinic at the hotel where he had some treatment and tests carried out due to food poisoning, and Mr S says the doctor said he needed to be treated at a hospital.

Mr and Mrs S went to a hospital on 9 July 2024, and a doctor said Mr S should be admitted for inpatient treatment. The test results showed a diagnosis of acute kidney damage. However, after waiting at the hospital for seven hours, Admiral still hadn't confirmed cover for the inpatient treatment. Mr S couldn't be admitted without this, or without him paying up front for the treatment. Mr and Mrs S returned to their hotel around midnight after the hospital closed.

Admiral said it needed Mr S to sign a consent form for it to request the previous medical history from his GP, and it tried to send the form to Mr S, a local agent and the hospital for it to be signed. Mr and Mrs S say Admiral didn't include the relevant attachment in its emails, and when it did, Mr S wasn't able to receive his emails until he returned to the hotel.

Admiral got in touch with Mr S the following day about the consent form again, but he refused to sign this due to how poorly Admiral had treated him when he was seriously ill and needed treatment. Mr S has since provided a letter from his GP and other medical notes, but he hasn't signed Admiral's consent form. Admiral says it cannot validate the claim until Mr S does so, as it needs to request more information from his GP first. Mr and Mrs S say that Admiral has acted negligently, and its customer service was poor.

One of our investigators reviewed the complaint. Having done so, she agreed that Admiral hadn't handled everything as well as it should have done. But she thought Admiral had acted fairly and reasonably by requesting the information it did, to allow it to validate the claim. Overall, the investigator thought that Admiral should increase its offer of compensation from £100 to £250, which it agreed to do.

However, Mr and Mrs S weren't happy with the outcome. So, as no agreement was reached, the complaint has been 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.

Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of Mr and Mrs S' complaint.

Mr and Mrs S' policy includes the following general term:

"13. Evidence of claims for illness or injury

If **your** claim is for injury or illness, **we** may need **your** permission to contact **your** doctor to access **your** medical records. If **you** refuse permission **we** may not be able to deal with **your** claim."

This is a common term found in travel insurance policies. Overall, it's not unreasonable for an insurer to request information from the policyholder's GP to validate a claim that relates to an illness. And the insurer needs the policyholder's consent to contact the GP.

I can see that Admiral sent several emails to Mr S, the local agent and the hospital asking for Mr S' consent to request information from his GP. It also explained in the first email to Mr S on 8 July 2024 why this was needed. However, it seems that Admiral didn't attach the relevant form at first, or it sent the form password protected without confirming the recipient knew the password.

I can see that Admiral did let Mr and Mrs S know via email and over the phone that if they agreed to it in writing, Admiral would agree to cover the cost of treatment subject to carrying out checks on Mr S' previous medical history. So, if after doing so it decided the claim wasn't payable, Mr and Mrs S would be liable for the costs.

However, once this was explained to Mr and Mrs S over the phone, they refused to sign the indemnity form. They returned to their hotel as the hospital had now closed. Admiral contacted them the next day about the consent form, but they refused to sign this as well.

It's clear that Admiral didn't handle everything as well as it should have done. It sent emails without the crucial attachments. And when it did, it didn't make sure the recipient knew the password for the attachment. But Admiral did also try to call and email Mr and Mrs S, and it didn't know right away that they hadn't received the email.

Admiral also offered to try and find Mr and Mrs S a night hospital once the one they were at closed. But they say they needed to get some sleep. Mr and Mrs S say Admiral hung up on them at the end of this call.

It's clear that Admiral's actions delayed Mr S being admitted to hospital, and this would have caused frustration and worry. But I can see that Admiral did actively try to send the relevant forms, and it didn't know right away that Mr and Mrs S weren't receiving emails whilst in the hospital.

It's not clear if the call was hung up by either party, or if the call simply cut off. But I don't think it's unreasonable that Admiral didn't call Mr and Mrs S back at this point, as it had offered to arrange admission to a night hospital, but this was refused.

Having considered everything, I think Admiral should pay Mr and Mrs S £250 for the unnecessary distress and inconvenience caused. I think this is a fair and reasonable outcome in the circumstances.

However, Admiral has said it needs the consent form to request information from Mr S' GP to validate the claim. I think this is fair and reasonable. So, until Mr S does so, I don't think Admiral needs to take any further action on the claim.

My final decision

My final decision is that I uphold Mr and Mrs S' complaint in part and direct Admiral Insurance (Gibraltar) Limited to pay them £250 for the distress and inconvenience caused.

Admiral must pay the compensation within 28 days of the date on which we tell it Mr and Mrs S 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% simple per annum.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S and Mr S to accept or reject my decision before 9 October 2025.

Renja Anderson
Ombudsman