

The complaint

Mr S and Mrs S complain Admiral Insurance (Gibraltar) Limited (Admiral) has declined the claim they made under their travel insurance policy.

This complaint has been bought by both Mr S and Mrs S, but as Mr S has been leading in this complaint, and for ease, I've referred to him throughout.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events.

Mr S held an annual multi-trip travel insurance policy with Admiral which was due to run from February 2024 until February 2025. In August 2024 Mr S booked a trip due to take place in November 2024. Unfortunately, just prior to travelling Mr S became unwell and so the trip was cancelled. He submitted a claim to Admiral for the cost of the trip he had cancelled.

Admiral declined Mr S's claim. It said Mr S's GP had confirmed he had been referred to neurology in July 2024, and had he made it aware of this, it would have cancelled his policy at this stage. Mr S didn't think this was reasonable and so raised a complaint.

On 17 February 2025 Admiral issued Mr S with a final response to his complaint. It said its underwriting criteria means it declines cover for anyone who is placed on a waiting list for tests, investigation or further treatment. So, it didn't change its position on Mr S's claim. Mr S referred his complaint to this Service.

Whilst Mr S's complaint was with this Service, Admiral acknowledged it should have refunded Mr S his policy premium from July 2024 and so it issued Mr S with a refund of premium along with 8% per year simple interest.

Our investigator looked into things. She said she thought Mr S should have made Admiral aware he had been referred to neurology in July 2024. She said she thought if Mr S had done so, Admiral would have cancelled the policy at this stage, and as Mr S booked his trip after this point, it was reasonable for Admiral to decline his claim. She said the policy refund Admiral had now paid was reasonable in the circumstances.

Mr S didn't agree with our investigator. He provided a detailed response but in summary he said:

- He wasn't suffering with any new medical conditions following the policy renewal in February 2024.
- There were no specific tests planned, and his GP only referred him to see if neurology wanted to arrange an appointment.
- There was no link between this and the medical condition which meant he had to cancel his trip in November 2024.

- He didn't believe Admiral would have cancelled his policy even if he had contacted it in July 2024 as it said he should.

As Mr S didn't agree with our investigator, 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.

I want to acknowledge I've summarised Mr S's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead, I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr S and Admiral I've read and considered everything that's been provided.

The relevant rules and industry guidelines explain Admiral shouldn't unreasonably reject a claim.

The terms of Mr S's policy explain after he has paid for a policy, he needs to make Admiral aware if there is a change to his health, such as being diagnosed with a new medical condition, or being placed on a waiting list for tests, investigations, awaiting diagnosis or treatment. This is outlined in the medical declaration and general conditions of the policy.

Additionally, Mr S's schedule of insurance explains he must make Admiral aware of a change in health after he has paid for the policy. It gives examples of what it would consider to be a change in health and this includes being referred for tests, investigations and treatment. So, I think Admiral made it clear it needs to be made aware if Mr S was placed on a waiting list or referred for tests, investigations or treatment following his purchase of the policy in February 2024.

I can see Mr S's GP completed a medical certificate. The GP has said Mr S was awaiting assessment for neurological disease/epilepsy. They were also asked if Mr S was under review, having tests or investigations, or awaiting results of any existing diagnosed, or undiagnosed medical conditions. They have said, 'yes', and that Mr S was referred to neurology in July 2024 for pins and needles symptoms.

Mr S has said in July 2024 he visited his GP for an unrelated matter, and it was his GP who suggested asking whether neurology wanted to see him in order to close off previous investigations. But he wasn't experiencing any symptoms at this time. However, Mr S's GP has written a letter dated 27 December 2024 in which they explain Mr S had tests in 2023 which showed neuropathy in his legs but not a diagnosis. The GP confirms Mr S was referred to see the neurology team, but this hadn't happened yet.

Therefore, I think the medical evidence available demonstrates Mr S had been referred to neurology in July 2024 for further tests or investigations. And so, under the terms of Mr S's policy with Admiral, I think it was reasonable for it to conclude he should have made it aware of this in July 2024.

Admiral has provided evidence from its underwriting team to show had Mr S contacted it to make it aware of the referral, it would have cancelled the policy. It said it doesn't offer policy exclusions if someone is referred to neurology. Whilst I acknowledge Mr S doesn't think this is what Admiral would have done at the time, I'm persuaded by the evidence Admiral have provided. So, I think had Mr S contacted Admiral in July 2024 to make it aware he had been referred to neurology, Admiral would have cancelled his policy at this stage.

This means Admiral wouldn't have been providing cover for Mr S at the point he booked his trip in August 2024 which was subsequently cancelled. So, I think it's reasonable for Admiral to decline Mr S's claim for the cancellation of this trip.

Admiral have now provided Mr S with a refund of premium from July 2024 to the end of the policy. I think this is reasonable in the circumstances as no cover was being provided from July 2024 on. I also think it's reasonable it has paid 8% per year simple interest on this amount due to the delay in refunding Mr S his premium.

I know this will be disappointing for Mr S given he was unable to go on his trip as planned. However, I think Admiral were reasonable to decline to cover Mr S's claim.

My final decision

For the reasons I've outlined above I don't require Admiral Insurance (Gibraltar) Limited to do anything to settle Mr S and Mrs S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S and Mrs S to accept or reject my decision before 21 October 2025.

Andrew Clarke
Ombudsman