

## **The complaint**

Ms C is unhappy with the way Admiral Insurance (Gibraltar) Limited handled a claim made under her travel insurance policy ('the policy'), applying a financial limit for emergency dental pain relief. Ms C claimed for her out-of-pocket medical/dental expenses after she fell whilst abroad, injuring her face and breaking her front teeth.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. I'll focus on giving the reasons for my decision.

## **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.

Admiral has a regulatory obligation to handle insurance claims fairly and promptly. And it mustn't unreasonably decline a claim.

Subject to the remaining terms of the policy, the policy does provide cover for: "reasonable and necessary costs of emergency treatment if you fall ill or are injured in an accident while on your trip abroad".

It goes on to say: "we will pay up to the policy limits shown for this section in the policy schedule for each insured person who is injured, becomes ill...while on a trip".

And under the heading "medical costs abroad", it says: "we will pay reasonable and necessary costs for emergency medical, surgical and hospital treatment..."

Ms C's insurance schedule says there's a financial limit of ten million pounds for emergency medical treatment and a £400 financial limit for emergency dental pain relief.

Admiral covered taxi costs, calls to Admiral's medical assistance team and the cost of a medical certificate. However, it's limited the medical costs to £400 as it says the treatment Ms C needed is subject to the £400 policy limit for emergency dental pain relief.

I'm satisfied that Admiral hasn't acted fairly and reasonably by limiting the costs claimed (by relying on the financial limit for emergency dental pain relief) in the circumstances of this particular case.

Although Ms C was seen by a dentist (in a dentist clinic) for treatment, the policy doesn't define what amounts to 'emergency dental pain relief'. From what I've seen I'm satisfied that Ms C experienced a trauma to her upper mouth because of her fall, breaking her front teeth. She required and had significant treatment for this abroad. This is different to a situation where, for example, someone experiences acute tooth pain whilst abroad, needing dental pain relief.

I'm therefore satisfied that the out-of-pocket treatment costs claimed by Ms C shouldn't be restricted to the £400 financial limit as I'm satisfied they form the overall emergency medical treatment she required whilst abroad.

I'm also satisfied that the claim should've been handled better by Admiral. Ms C has been put to the unnecessary upset and trouble of having to challenge the decision to restrict the amount she was reimbursed for her out-of-pocket treatment costs under the policy. Further, I don't think Admiral adequately explained the reason for their decision when limiting the amount paid under the emergency medical costs section of the policy in light of the points Ms C raised directly with Admiral. I think this would've also caused some unnecessary frustration and confusion.

I'm satisfied Admiral should pay £100 compensation to Ms C to reflect the impact on her.

### **Putting things right**

I direct Admiral to pay:

- the remainder of the costs claimed for treatment (less any excess if this hasn't been deducted from the claim) together with simple interest at a rate of 8% per year calculated from a month after the claim was made (or, if earlier, the date the claim was partially paid by Admiral) to the date the outstanding balance is settled\*.
- £100 compensation for distress and inconvenience.

\*If Admiral considers it's required by HM Revenue & Customs to take off income tax from any interest paid, it should tell Ms C how much it's taken off. It should also give her a certificate showing this if she asks for one. That way Ms C can reclaim the tax from HM Revenue & Customs, if appropriate.

### **My final decision**

I uphold Ms C's complaint and direct Admiral Insurance (Gibraltar) Limited to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 31 December 2025.

David Curtis-Johnson  
**Ombudsman**