

The complaint

Mr W complains that Admiral Insurance (Gibraltar) Limited declined a claim under his travel insurance policy.

What happened

Mr W bought an annual multi-trip travel insurance policy to cover him between 18 September 2023 and 17 September 2024. The policy renewed on 18 September 2024 for another year.

Mr W had booked a trip abroad for October 2024. He made a cancellation claim to Admiral on 1 October 2024 due to a family member's health.

Admiral declined the claim as it said the policy excluded cover for claims due to pre-existing conditions of any persons not named on the policy, whose health may affect the policyholder's decision to start or continue a trip. Unhappy with this, Mr W brought a complaint to this Service.

One of our investigators reviewed the complaint. Having done so, she didn't think Admiral had acted unfairly or unreasonably when it declined the claim, for the reasons it did.

Mr W didn't agree with the investigator's findings. He said that when he first took out the policy in September 2023, the family member didn't have any ongoing health issues. He also explained that he wasn't in a position to change his policy due to the impact of the family member's health after their surgery in August 2024.

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 this complaint.

Firstly, I'm really sorry to hear about Mr W's family member's poor health. Naturally, it's understandable that Mr W's priority wasn't his travel insurance policy at the time, and why he cancelled his upcoming trip.

But I need to consider if Admiral has fairly applied the policy terms in the circumstances. Firstly, I can see that a medical professional wrote a letter on 30 September 2024 recommending that Mr W doesn't travel due to the family member's "present condition" after a surgery in August 2024. Mr W made a cancellation claim following this letter.

As Mr W's policy had renewed on 18 September 2024, I think those terms are relevant to the claim. The Insurance Product Information Document ("IPID") summarises the key features of the policy, and includes the following exclusion:

"Pre-existing medical conditions of any person not named on your policy, whose health may affect your decision to start or continue your trip: such as a non-travelling relative or a travel companion. This exclusion applies regardless of whether you knew about the condition or not."

And the policy terms and conditions set out under the "Cancelling or cutting short your trip" section that the following is not covered:

- "b. We will not cover any claim related to a pre-existing condition that: [...]*
- any third party whose health may affect your decision to start or continue your trip (such as a close relative, travel companion, close business associate or person you have arranged to stay with) had at any time before you took out or renewed your policy or booked a trip, whichever is later."*

Mr W's family member is included under the policy definition of a "close relative", this is not in dispute. A "pre-existing condition" is defined as follows:

"Any medical condition that you, an insured person or any person your trip depends on had at any time before you took out or renewed your policy, or you booked your trip, whichever is later."

I think the policy terms are clear that cancellation claims due to a close relative's pre-existing condition aren't covered. This is also a common term in travel insurance policies on the market. I appreciate Mr W made a medical declaration for himself when he took out the policy, but he wasn't able to do so for anyone not insured under the policy. But this doesn't mean it wouldn't be fair for Admiral to rely on the exclusion, as I think this is clearly set out in the policy documents.

The family member had had three previous surgeries due to a medical condition, with the latest one being in 2022. Mr W says that at this point, the family member was discharged, so there was no pre-existing medical condition. But the family member then had a medical appointment in November 2023 that mentioned a re-do surgery and set out further investigations. Mr W has said that this is when the issue was identified. And in April 2024, a doctor said they would schedule a re-do surgery, which took place in August 2024.

Having considered everything, I don't think Admiral acted unfairly or unreasonably when it relied on the above exclusion to decline the claim. Mr W cancelled the trip following a recommendation from a doctor on 30 September 2024 due to the family member's health at the time. But I think it's clear that this condition was present before Mr W renewed his policy.

I'm sorry to disappoint Mr W but I don't think there's anything Admiral needs to do, to put things right.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 28 October 2025.

Renja Anderson
Ombudsman