

## **The complaint**

Mr M complains about the settlement Admiral Insurance (Gibraltar) Limited has paid him for a curtailment claim he made on a travel insurance policy.

## **What happened**

The background to this complaint is well-known to both parties. So I've simply set out a summary of what I think are the key events.

Mr M was on a skiing holiday. He travelled abroad on 11 January 2025 and was due to return to the UK on 18 January 2025.

Unfortunately, on 12 January 2025, Mr M was involved in an accident and suffered serious knee injuries. He received medical treatment and was advised to return to the UK as soon as possible. So Mr M made a claim on his policy.

Admiral's emergency medical assistance team arranged for Mr M to return to the UK on 15 January 2025 and Mr M says he was repatriated by air ambulance. Admiral covered Mr M's medical expenses and the costs of his medical repatriation. It also agreed to pay a curtailment claim for Mr M's unused costs. Its settlement included Mr M's unused hotel costs from 15 January 2025 – the date he was repatriated to the UK until his original return date.

Mr M was unhappy with Admiral's settlement. He maintained that the purpose of his trip had been to ski. But due to his injuries, he said he'd been broadly confined to his hotel room following the date of the accident and he'd been unable to make use of the hotel's limited facilities. Therefore, he felt his holiday had been effectively curtailed on 12 January 2025 and that settlement should be calculated and paid from that date. He asked us to look into his complaint.

Our investigator felt Admiral had settled Mr M's curtailment claim fairly. He explained that 'effective' curtailment isn't something Admiral had chosen to cover. While he accepted Mr M's injuries had left him unable to ski or make meaningful use of the hotel facilities, he thought Admiral had settled the claim in line with the policy terms and had incurred significant costs in repatriating Mr M. And he didn't think there were fair or reasonable grounds to find that Admiral should pay anything more outside of a strict interpretation of the contract.

Mr M disagreed and so the complaint's 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.

Having done so, while I'm sorry to disappoint Mr M, I think Admiral has settled his claim fairly and I'll explain why.

First, I'd like to say how sorry I was to hear about Mr M's accident and the painful injuries he

suffered. It's clear this was a very worrying time for Mr M and I do hope he's made a good recovery.

I must also make the parameters of this decision clear. In his response to our investigator, Mr M indicated that he felt Admiral had unreasonably delayed his repatriation by air ambulance. However, this isn't a complaint he's made previously to Admiral and it isn't clear that it's had a chance to look into this particular point. Therefore, it wouldn't be appropriate for me to consider this issue as part of this decision. If Mr M is unhappy with the way Admiral and its medical assistance team handled his repatriation, he'll need to make a complaint to it about that issue before we can potentially look into it.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. I've taken those rules into account, amongst other relevant considerations, such as regulatory principles, the policy terms and the available evidence to decide whether I think Admiral treated Mr M fairly.

### *The policy terms and conditions*

I've first considered the policy terms and conditions, as these form the basis of the contract between Mr M and Admiral. While Admiral settled Mr M's medical costs and paid for his repatriation under the 'emergency medical costs and repatriation' section of the policy, it's settled his unused costs under section two – 'cancelling or cutting short your trip'. This provides cover for specified unused costs if a policyholder has to cut short their trip for one of the reasons listed in the policy – including a policyholder's injury. Amongst other costs Admiral covers under this section are the '*Costs of unused accommodation, excursions and activities.*'

The policy sets out the 'claim requirements' under section two on page 42 of the contract. It says:

*'The costs we will agree for unused accommodation will be based on the number of complete days of your trip that were lost as a result of you returning to your home early or staying in hospital for at least one night.'*

There's no dispute that Mr M suffered an injury which required him to cut short his trip. However, it's also agreed that between Mr M becoming injured on 12 January and his repatriation on 15 January 2025, Mr M stayed in his pre-booked hotel accommodation. So I don't think it was unfair or unreasonable for Admiral to conclude that Mr M's hotel costs between 12 and 15 January 2025 *weren't* unused accommodation costs. Therefore, I don't think it unfairly concluded that the cost of Mr M's accommodation during this period wasn't covered by the policy terms.

### *What is fair and reasonable*

Under our rules, I'm not bound by a strict application of the contract terms. I can tell an insurer to depart from a strict interpretation of the policy if I consider it's fair and reasonable for it to do so in the particular circumstances of a complaint. So I've carefully considered whether I think it would be fair for me to make such a direction here.

As our investigator explained, 'effective' curtailment isn't a risk Admiral has chosen to cover. Instead, it's chosen to settle curtailment claims from the date a policyholder actually returns early to their home. I accept that following Mr M's injury, he was unable to take part in any further skiing. And I acknowledge Mr M wasn't at all able to have the trip he'd planned. I also appreciate that he couldn't make use of all of the hotel's facilities as he may have hoped to do. But that doesn't mean Admiral is bound to treat Mr M's trip as curtailed prior to the

date he actually returned early to the UK. After all, the policy doesn't cover curtailment due to loss of enjoyment.

I'm also mindful that in this case, as Mr M has told us, Admiral arranged for his repatriation by air ambulance, as well as covering his medical expenses. I've taken everything into consideration. And in these circumstances, I don't think there are reasonable grounds upon which I could fairly find that Admiral should recalculate Mr M's curtailment claim from the date of his accident when this simply isn't something it's chosen to cover.

Mr M has referred to previous decisions he says were issued by our service, which he believes are inconsistent with our investigator's view. I note the decisions Mr M has referred to were issued some years ago. More importantly though, each case is decided on its own specific facts and circumstances. Our decisions aren't intended to form precedent. And on the facts of this case, I find Admiral has settled Mr M's claim fairly.

Overall, despite my natural sympathy with Mr M's position, I'm not directing Admiral to pay him anything more.

### **My final decision**

For the reasons I've given above, 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 M to accept or reject my decision before 22 December 2025.

Lisa Barham  
**Ombudsman**