

## **The complaint**

The estate of Mrs D complains about the service the late Mrs D received from Admiral Insurance (Gibraltar) Limited when she claimed on her travel insurance policy.

## **What happened**

Mrs D became seriously unwell whilst abroad and was admitted to hospital. The estate complains that Admiral delayed repatriation plans and missed a window of opportunity to repatriate her. They are also unhappy with the treatment she received whilst abroad and on the air ambulance. Mrs D sadly died shortly after her return to the UK and the estate feel that Admiral's actions were a contributory factor.

In their final response to the estate's complaint Admiral acknowledged that it hadn't been made clear that no arrangements for repatriation would be made until Mrs D was fit to travel and they failed to manage expectations about what would be required before she could travel home. They explained there had been issues with the availability of air ambulances and Mrs D's condition changed during the time which repatriation was being planned. Admiral said, in summary, their actions were informed by what was medically best for Mrs D. They offered £300 compensation for the distress and inconvenience caused.

Our investigator looked into what happened and thought the offer of £300 compensation was fair to acknowledge that communication had been poor. He explained that Mrs D's condition was serious, and changed throughout the time that Admiral were involved in handling the claim. He noted that Admiral's medical team considered that repatriating Mrs D carried risks and they were carefully considering the best options available. He acknowledged Mrs D had made enquiries with air ambulance companies but, overall, he didn't think the timescales Admiral were working towards for repatriation were unreasonable. He didn't think that the available evidence demonstrated that Admiral's actions, or inactions, contributed to Mrs D's death.

The estate of Mrs D didn't agree and asked an ombudsman to review the complaint. They highlighted that Mrs D had expressed her wish to return home and that expectations were raised, then broken. They also highlighted examples where they felt there were failures by Admiral which had an impact by causing delays.

## **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 say at the outset how sorry I am to read of the circumstances which gave rise to this claim and the impact that this had on Mrs D and her close family, particularly her daughter who was travelling with her. It's clear this was an extremely distressing and difficult time for Mrs D and that the experience has had a lasting impact on her daughter. I also have a lot of empathy with what Mrs D's daughter has said about how the experience has impacted her in the longer term.

At the outset I acknowledge that I've summarised this complaint in far less detail than the estate of Mrs D have, and in my own words. I won't respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here.

The rules that govern our service allow me to do this as we are an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I haven't. I'm satisfied I don't need to comment on every individual point to be able to fulfil my statutory remit.

The relevant rules and industry guidelines say that Admiral has a responsibility to handle claims promptly and fairly. Overall, I think the £300 compensation offered is fair and reasonable. I say that because:

- Having reviewed the available evidence, including the assistance file and medical information that's been provided, I'm satisfied that Admiral took reasonable steps to arrange Mrs D's repatriation as soon as possible.
- I'm aware that Mrs D and the estate were concerned about the treatment she received from the treating hospital. Mrs D was in a private facility which had, based on the available evidence, suitable facilities to treat her. That included an intensive care unit and access to the relevant specialists. Admiral isn't responsible for the standard of care in a treating hospital. I'm satisfied that, given Mrs D's condition, Admiral rightly focused on the options to repatriate Mrs D safely. And I think that in doing so they responded appropriately to the concerns about the quality of her treatment. In my experience, and based on the available medical evidence, there would have been limited other options in the circumstances.
- I've seen no compelling evidence that Admiral sought to delay Mrs D's repatriation due to cost considerations. The evidence I've provided with demonstrates that Mrs D's wellbeing was the primary consideration throughout the repatriation process.
- Mrs D's case was complex, particularly because of her pre-existing health condition. Her condition also changed throughout the duration of the claim, which meant that updated medical information was needed. Based on the medical evidence I think that the information Admiral requested was necessary and typical, in my experience, of the type of information that insurers require in similar situations.
- I'm satisfied that Admiral acted reasonably when making arrangements in relation to the air ambulance. One of the air ambulance flights couldn't take place due to crew issues, which is something outside Admiral's control. A flight also had to be cancelled due to a change in Mrs D's condition. I don't think these are factors Admiral was responsible for or were able to influence. Mrs D's family are also unhappy with some aspects of the medical care she received during the flight. But that's not something I can hold Admiral responsible for in the circumstances of this complaint. If Mrs D is unhappy with the medical care she received from the third party medical provider that is something she'll need to complain to them about directly and/or any relevant regulator or arbitrator. Overall, I'm satisfied Admiral made suitable arrangements to repatriate Mrs D as soon as they could.
- I appreciate that Mrs D's family were in contact with alternative air ambulance providers. I'm persuaded that Admiral acted within reasonable timescales when arranging the repatriation with their own preferred providers. I don't think that was

unreasonable in the circumstances, particularly bearing in mind the complex and changing nature of Mrs D's condition.

- I've not been provided with any compelling medical evidence which indicates that Mrs D's condition deteriorated because of any action, or inaction, taken by Admiral. So, whilst I can understand the estate's concerns that Mrs D may have survived had she been repatriated at an earlier time, there's no compelling or persuasive evidence that demonstrates that is the case.
- Admiral has acknowledged that the communication could have been better and that expectations around the repatriation process could have been managed better. Mrs D was, of course, very distressed by becoming so unwell whilst abroad and her concern to return home was very understandable. However, I think Admiral were acting in her best interests based on the available medical evidence but didn't communicate this to her as clearly as they could have done. So, overall I think £300 fairly reflects the impact on Mrs D of the poor communication.
- I acknowledge that Mrs D's daughter had an extremely difficult experience throughout the claim. She too was dealing with the distress of her mother becoming seriously unwell whilst abroad and was in a position where she was constantly in contact with Admiral and chasing for updates. However, she wasn't named on the insurance policy and therefore isn't a beneficiary of the contract of insurance. Therefore, I don't have the power to award her compensation in her own right. However, I have taken into account that Mrs D was aware of the impact on her daughter when deciding what level of compensation is fair and reasonable.

### **My final decision**

Admiral Insurance (Gibraltar) Limited has already made an offer to pay £300 to the estate of Mrs D to settle the complaint and I think that's fair in all the circumstances.

My final decision is that Admiral Insurance (Gibraltar) Limited should pay £300 to the estate of Mrs D if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mrs D to accept or reject my decision before 8 December 2025.

Anna Wilshaw  
**Ombudsman**