

The complaint

Mr and Mrs C complain that Admiral Insurance (Gibraltar) Limited hasn't fully settled a medical expenses claim they made on an annual travel insurance policy.

As Mrs C brought the complaint to her, for ease, I've referred mainly to her.

What happened

In January 2024, Mr and Mrs C took out an annual travel insurance policy which was underwritten by Admiral. At the time of sale, they declared they had no medical conditions.

Mr and Mrs C travelled abroad. Unfortunately, Mrs C became unwell with pneumonia and therefore, she made a medical expenses claim on the policy to Admiral's emergency medical assistance team.

Admiral's medical assistance team asked Mrs C's GP to provide medical evidence so it could assess the claim. In the meantime, Admiral partially settled some of the costs Mrs C had incurred.

However, once Admiral received the medical evidence, it noted that the day before she'd travelled abroad, Mrs C had visited her GP, as she'd been suffering from a cough. Mrs C had been diagnosed with a viral infection and had been prescribed antibiotics in case her symptoms didn't improve. The medical reports also showed that Mrs C had been taking medication for anxiety since 2022, that she'd had a number of previous respiratory infections and had undergone a dermatology referral in 2023.

Admiral's policy terms required a policyholder to tell it about any change in health they suffered during the policy term. So it concluded that Mrs C ought to have called it to tell it about her cough and visit to the GP. But she hadn't done so. The policy also said that if a policyholder didn't notify Admiral about a change in their health, it could refuse to pay a claim which was connected to the medical condition they hadn't disclosed. Admiral considered that Mrs C's chest infection was likely linked to the condition she'd suffered from abroad. So it concluded that the claim wasn't covered by the policy terms. And it didn't agree to pay the remainder of Mrs C's medical expenses.

Mrs C was very unhappy with Admiral's decision and she asked us to look into her complaint. She said the GP had felt she was fit to travel.

Our investigator thought the policy terms made it clear that Mrs C needed to tell Admiral about a change in health and that she hadn't done so. So the investigator went on to ask Admiral to provide evidence to show what it would have done had Mrs C contacted it after seeing the GP the day before her trip. Admiral provided limited evidence, which indicated that it might have charged Mrs C an additional premium to cover her (although this also took other conditions into account). It later said that it considered Mrs C had acted recklessly by failing to tell it about her cough and therefore it said no settlement would have been due.

Based on the evidence she had, the investigator didn't think Admiral had shown it would've

acted any differently had Mrs C called to declare her cough. Therefore, she recommended that Admiral should pay Mrs C's full medical expenses claim, together with interest.

Admiral disagreed and so the complaint was passed to me to decide.

I issued a provisional decision on 2 October 2025 which explained why I didn't think Admiral had treated Mr and Mrs C fairly and why I felt it should reassess their claim. I said:

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

*I've first considered the policy terms and conditions, as these form the basis of Mrs C's contract with Admiral. Like most, if not all, travel insurance policies available on the market, this policy includes a 'Medical Declaration' section. Page 16 of the contract sets out a section headed '**New medical conditions or changes to your health**'. This says:*

'After you have paid for a policy, you must tell us immediately if there is a change in your health, such as you are diagnosed with a new medical condition or you are placed on a waiting list for tests, investigations, awaiting results, diagnosis, or treatment, regardless of whether you have any trips booked or not.'

The policy continues:

'What happens when you declare a new medical condition or change to your health

We may vary the terms of your cover, which can include you having to pay an additional premium if we agree to cover it.

If you do not want to pay the additional premium, the policy will be cancelled and a proportionate refund will be given to you (providing you have not made a claim or not about to).

...

If we are unable to continue covering you, the policy will be cancelled. A proportionate refund will be given (providing you have not made a claim or not about to). You can seek alternative insurance or you can make a cancellation claim for trips already booked (up to the amount paid so far) due to the withdrawal of cover.'

Page 17 explains:

'If you don't tell us about a new medical condition or change to your health

We can refuse a claim which is in any way connected with a pre-existing medical condition or a new medical condition or health changes that we never agreed to cover.'

Both Mrs C and Admiral have also provided us with a copy of the Insurance Product Information Document (IPID), which sets out an 'at-a-glance' summary of the main features, benefits and exclusions which apply to the policy. Page two of the IPID lists a policyholder's obligations, including the following:

'You must tell us if any insured person has a change in their health after the policy has been issued as this can affect the cover we provide. Changes in health include being diagnosed

with a new medical condition, changes in medication or admission to hospital, being placed on a waiting list for tests, investigations, test results, diagnosis, or treatment or receiving a terminal diagnosis.'

I think the policy terms and the IPID make it sufficiently clear that Admiral requires a policyholder to tell it about a change in health they suffer during the life of the contract.

In this case, Mrs C saw a doctor the day before she was due to go abroad. The medical records show she had been suffering from a cough, which appeared to be productive. The GP thought Mrs C had a viral infection, but prescribed antibiotics in case she didn't improve.

It seems that Mrs C had been worried enough about her ongoing symptoms and how this might affect her ability to travel that she visited a doctor. And she was prescribed medication, even if it was intended to be preventative. Given the proximity of the doctor's visit to the date she travelled, I think Mrs C ought reasonably to have contacted Admiral to tell it about her change in health.

But it's common ground that Mrs C didn't call Admiral to declare her change in health. And Admiral considers that the pneumonia she suffered from abroad was linked to the cough she had ahead of travel. Given Mrs C's medical report from the hospital reported that Mrs C had presented with a cough, I don't think this was an unfair conclusion for Admiral to reach.

I accept that the policy wording permits Admiral to decline a claim relating to a change in health which it hasn't been told about. However, I'm not persuaded that a strict application of this policy terms produces a fair and reasonable outcome in the circumstances. Instead, I think it would be fair and reasonable in the circumstances to consider what Admiral would have done differently had Mrs C called it to declare her cough. Our investigator has asked Admiral for this information more than once. I'm mindful that at one point, Admiral provided a brief retroactive medical screening which suggested that it would have charged a significantly higher premium based on the disclosure of a number of conditions. But it didn't explain how the disclosure of a cough part-way through the policy term would have affected the price. And it's since said that it thinks Mrs C made a reckless misrepresentation when she didn't tell it about her cough, given the timeline involved.

As I've said, Mrs C didn't call Admiral to tell it about her cough in May 2024. This means she didn't go through a medical screening with Admiral at this point and therefore, she didn't answer any medical questions. Admiral believes Mrs C's failure to declare her change in health to have been a reckless misrepresentation. It seems to me that by categorising what happened (or didn't happen) in May 2024 as reckless misrepresentation, Admiral seeks to rely on a legal remedy set out in the Consumer Insurance (Disclosures and Representations) Act 2012 (CIDRA). But Mrs C didn't make any representation to Admiral in May 2024. And therefore, on the specific facts of this case, I'm satisfied that the principles set out in CIDRA can't reasonably be applied to any failure of Mrs C to declare her cough to Admiral in May 2024. If Admiral thinks Mrs C made qualifying misrepresentations about her health when the policy was taken out which might entitle it to rely on remedies set out under CIDRA, then this is a separate consideration for Admiral to take into account in line with the legislation.

Admiral has repeatedly linked its decision to decline the payment of Mrs C's remaining medical expenses to her failure to call and disclose her cough. Based on the evidence it's provided, I'm not satisfied it's shown it would have done anything differently – whether it would have offered cover at the same price; whether it would've excluded cover for coughs and related conditions or whether an additional premium would've been applied. On that basis, I'm not currently satisfied that Admiral has shown that it's fair or reasonable to decline the remainder of Mrs C's claim for the reasons it's given. With that said, I'm not persuaded it would be fair here for me to tell Admiral to pay Mrs C's full claim either.

So I currently think the fair and reasonable outcome in the specific circumstances of this complaint is for Admiral to reassess Mrs C's medical expenses claim, in line with the remaining terms and conditions and without reference to the change in health clause.'

I asked both parties to provide me with any further evidence or comments they wanted me to consider.

Admiral accepted my provisional findings. Mrs C said, in summary, that she hadn't made an appointment with her GP – she'd accompanied her child to an appointment and had discussed her own symptoms while she was there. She didn't provide anything further by the deadline I gave.

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, my final decision is the same as my provisional decision and for the same reasons. However, I'll go on to address Mrs C's additional point.

I accept that Mrs C may have originally made an appointment with the GP for her child. However, it's clear from Mrs C's GP notes that, the day before she travelled, she'd been experiencing symptoms of a cough for a few days, which she discussed with the doctor. It remains the case that she was given preventative medication. As such, it seems to me that she was experiencing serious enough symptoms to discuss them with a doctor very shortly before her trip. And I therefore still think she ought reasonably to have contacted Admiral to tell it about her change in health.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that I direct Admiral Insurance (Gibraltar) Limited to reassess Mrs C's claim in line with the remaining terms and conditions of the policy and without reference to the change in health clause.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C and Mrs C to accept or reject my decision before 14 November 2025.

Lisa Barham
Ombudsman