

The complaint

Ms P and Mr K are unhappy with the assistance provided by Admiral Insurance (Gibraltar) Limited under their travel insurance policy ('the policy') after Mr K fractured his arm, snowboarding, whilst abroad.

All reference to Admiral includes its medical assistance team and agents.

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.

Subject to the remaining terms of the policy, the policy does provide cover for medical emergency medical treatment abroad. But it doesn't cover private medical treatment if there are suitable state facilities within a reasonable distance.

It isn't disputed that Mr K didn't end up having surgery abroad. He was discharged from hospital within around 48 hours and subsequently left the country he was in.

From the contact notes Admiral has provided, I'm satisfied that:

- Admiral promptly considered the initial medical report from the treating hospital dated 19 January 2025. Its medical team concluded that surgery was medically appropriate, needed to be performed within an acceptable timeframe and it was essential that Mr K received medication in the meantime.
- On the morning of 20 January 2025, Ms P called to say that Mr K had been moved down the treatment list and the treating doctor had said Mr K's surgery wasn't a priority. It could be a week before he was operated on. Admiral requested that the treating doctor provide written confirmation of this so it could consider appropriate next steps.
- Ms P provided the email address for Admiral to contact the hospital to request the necessary update.
- On 20 January 2025, Admiral made repeated requests to the treating hospital to provide an updated medical report, confirmation that the surgery had been delayed by a week and the reasons for this. I'm satisfied that the hospital didn't respond that day.
- It was reasonable for Admiral to also ask Mr K and Ms P to chase the hospital for the information it needed. In my experience of determining these types of complaints, I don't think that's unusual or unreasonable in these circumstances. It can sometimes lead to the required medical information being provided more quickly.

- Ms P received a document from the treating hospital on the morning of 21 January 2025 and forwarded it on to Admiral. This document required translation.
- Around that time, Mr K also contacted Admiral to confirm that he was being discharged from hospital and that he and Ms P had arranged a flight later that day.

Until Admiral had received an updated medical report and confirmation directly from the hospital that Mr K's surgery had been pushed back, to when and for what reason, I wouldn't reasonably expect Admiral to have looked at alternative options such as possibly arranging for him to be moved to a private facility for surgery or repatriation so that surgery could've taken place somewhere else. By the time Mr K was discharged from hospital, I've seen no medical evidence that the operation was time sensitive to the extent that it had to be completed within 24 hours.

I can see that when sending a request to the hospital for the updated information, Admiral did use an incorrect letter in the email address, meaning that it was unlikely received by the hospital department. However, there were other requests made throughout the day, and the treating hospital didn't provide anything until the next morning, on 21 January 2025. From the contact notes, I can see that Admiral's representative did call the hospital during the afternoon of 20 January 2025 and was told that a request had been received but the doctor was in surgery and that the request would be passed to the doctor once free.

So, I'm not persuaded that the error in email address had any impact here. The request had ultimately been received by the relevant department. I don't think it would be fair and reasonable to hold Admiral responsible for the delay in the hospital providing the information it needed to provide further assistance and consider the appropriate next steps.

I can, of course, understand that this was a worrying time for Mr K and Ms P. I have a lot of empathy for the situation they found themselves. I can also understand why they ended up deciding to arrange their own flights. But by the time Admiral was told this had been arranged, it still hadn't had a reasonable opportunity to translate and review the updated medical report received on the morning of 21 January 2025. So, I'm not persuaded that there's anything more Admiral could've reasonably done to have progressed matters, and I don't think it was responsible for the delay in surgery.

Ms P and Mr K are also unhappy with the service they received from Admiral. I can see that Ms P and Mr K contacted Admiral on many occasions over a two-day period. I can understand why they were eager to progress matters. However, I'm satisfied that there wasn't really any meaningful update Admiral could give most of the time as it was waiting for information from the treating hospital.

I can see that there were times when Admiral said it would call Ms P or Mr K back within a timeframe. It looks like it missed doing so by a short period of time on occasion, but I don't think this impacted Ms P and Mr K as one of them called Admiral shortly after that timeframe.

Further, the contact notes reflect that on evening of 20 January 2025, and after Ms P called for an update, a "call back put in" for Mr K. It's then reflected that Mr K called Admiral early the next morning to say he'd been discharged from the hospital and booked a flight for later that day. But looking at the timeline of events, there had been nothing for Admiral to update Mr K on overnight so although Mr K ended up calling Admiral before one of its representatives called him, I don't think that was unreasonable in the circumstances of this complaint.

I appreciate this was a distressing and worrying time for Ms P and Mr K. There would naturally be an element of inconvenience liaising with Admiral's assistance team and the

hospital in the circumstances they found themselves in. However, I'm not persuaded that the overall service provided by Admiral was unsatisfactory or unreasonable when providing assistance to Ms P and Mr K abroad.

I note that Admiral did accept that it could've dealt with Ms P and Mr K's complaint more quickly (and therefore received a prompter outcome). It's offered Ms P and Mr K £25 to recognise this. They're free to contact Admiral to accept this amount, if they haven't done so already.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P and Mr K to accept or reject my decision before 15 December 2025.

David Curtis-Johnson
Ombudsman