

## The complaint

Mr M complains about the way that Admiral Insurance (Gibraltar) Limited has handled claims he made on an annual 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 main events.

Mr M was abroad on holiday in May 2024. He'd planned a multi-centre holiday, starting and ending in a country I'll call T with travel to other countries in between. Unfortunately, while Mr M was away, he became unwell and so he got in touch with Admiral's medical assistance team to make a medical expenses and potential curtailment claim. He provided the medical assistance team with a report from his treating doctor.

Admiral's medical assistance team concluded that it wasn't medically necessary for Mr M to return home early, so it didn't agree to cover any costs associated with rescheduling his pre-booked flight.

Mr M was unhappy with Admiral's decision and he complained about it. He decided to rearrange his multi-centre trip and it appears he decided to travel to and remain in T until he ultimately took his original return flight back to the UK.

Subsequently, Mr M made claims on the policy for the costs associated with changing his trip. It seems he also claimed for other trips.

Admiral settled two of Mr M's claims. However, it didn't agree to settle the remainder of them. It said it needed further evidence from Mr M in order to assess the claims, including his initial itinerary and bank statements showing payments he'd made. It also said it would need to undertake a claims validation interview by phone with Mr M.

Mr M didn't provide all of the evidence Admiral had asked for and said he didn't have some of the information it wanted. He also had concerns about Admiral's request for a phone interview and about providing bank statements. But Admiral maintained its stance, although it paid Mr M £150 compensation for delays in responding to him.

Unhappy with Admiral's decision, Mr M asked us to look into his complaint,

Our investigator didn't think it was unreasonable for Admiral to require Mr M to send it more documentation before it made a claims decision. But he thought it would be reasonable for it to have a call with Mr M to move the claim along.

As neither party substantively agreed, the complaint was passed to me to decide.

I issued a provisional decision on 11 September 2025, which explained the reasons why I didn't think Admiral had treated Mr M unfairly. I said:

*'First, I was sorry to hear about Mr M's illness while he was abroad. I don't doubt what an*

*upsetting and worrying time this was for him. I hope he's now made a full recovery. I'd also like to reassure Mr M that while I've summarised the background to his complaint and his detailed submissions to us, I've very carefully considered all he's said and sent us. In this decision though, I haven't commented on each point that's been raised and nor do our rules require me to. Instead, I've focused on what I think are the key issues.*

*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.*

*It seems to me that there are two main issues for me to decide. First, whether it was fair for Admiral to conclude that it wasn't medically necessary for Mr M to cut short his trip. And second, whether it's reasonably entitled to require more evidence from Mr M before it progresses his claim. I've considered each point in turn.*

*Was it fair for Admiral to conclude that it wasn't medically necessary for Mr M to cut short his trip?*

*I've carefully considered the policy terms and conditions, as these form the basis of the contract between Mr M and Admiral. As Mr M made a medical expenses claim on his policy, I think it was reasonable and appropriate for Admiral to consider his claim under section 1 – Emergency medical costs and repatriation. The policy says that Admiral will pay reasonable and necessary costs for emergency medical treatment. The contract also states that Admiral will cover the costs of returning a policyholder to their home country 'on the advice of its medical adviser'.*

*However, page 33 of the policy sets out things Admiral has chosen not to cover. This includes:*

*'Hospital treatment or a return to your home that has not been approved by our emergency assistance service.'*

*The policy makes it clear that Admiral will pay for a policyholder to cut short their trip if its medical adviser advises them to do so. In reaching such a decision, I'd reasonably expect Admiral's medical adviser/team to carefully take into account any medical evidence provided by the policyholder's treating doctor.*

*In this case, I can see that Mr M's medical report from his treating doctor was appropriately referred onto Admiral's medical team for review. I've also looked carefully at the report. I can see that Mr M was diagnosed with post-viral acute tonsillitis and acute bronchitis. Based on the medical report, Admiral's medical team concluded that it wasn't medically necessary for Mr M to cut short his trip. So I've considered whether I think this was a fair conclusion for Admiral to reach.*

*The doctor's report includes a section called 'doctor's advice'. This recommends 'more rest at home' and gargling with saline solution, amongst other things. The report states that Mr M is fit to fly. It also suggested that Mr M should go back to the doctor if he wasn't improving or if he was getting worse.*

*It doesn't appear that the doctor indicated that Mr M's illness meant he needed to cut short his trip. Indeed, the suggestion that Mr M should go back for more treatment if he didn't get better would seem to me to indicate that the treating doctor believed Mr M would be resting and recovering abroad. There doesn't seem to be any clear medical recommendation that Mr M's illness meant he needed to fly back to the UK early. Or that staying abroad would*

cause Mr M's condition to deteriorate.

*On that basis, it doesn't seem that Admiral's medical team acted against medical opinion when it declined to cover the cost of Mr M returning to the UK early. And so I haven't seen persuasive medical evidence that Admiral acted unfairly when it didn't agree to pay for Mr M to cut short his trip. I was pleased to note, though, that Admiral does appear to have settled Mr M's medical expenses.*

*Is it fair for Admiral to require more evidence from Mr M before it progresses his claim?*

*I can understand why Mr M's frustrated that Admiral requires more information from him before it will move his claim along. The claim's been outstanding for over a year and I appreciate Mr M's keen to bring things to a close.*

*Page 18 of the policy sets out General Conditions that apply to the whole policy. This includes the following terms:*

*'You must give us all information we ask for and that information must be correct (as far as you know).*

*...*

*You must tell us about any claim you intend to make as soon as possible after the incident. If you make a claim, you must immediately pass on every document...you receive in connection with it. You must give us all the information, documents and help that we need to assess your claim.'*

*In my view, the policy terms make it clear that a policyholder needs to provide Admiral with evidence in support of their claim. It's a general principle of insurance that it's a policyholder's responsibility to provide enough evidence to show they have a valid claim on their policy. This means it's for Mr M to provide Admiral with enough evidence to show that he's suffered losses which are covered by the policy.*

*There's been significant communication between Admiral and Mr M. I can see that on more than one occasion, Admiral's set out in detail exactly what evidence it needs from Mr M before it will progress to a phone interview. I think this list is set out in a clear and understandable way.*

*Generally, I might not think it's fair for an insurer to put a policyholder to strict proof of claim, if parts of the claim have been reasonably substantiated. It's clear that Mr M has sent Admiral some of the information it initially asked for and I've borne that in mind.*

*However, in the specific circumstances of this particular case, I don't think it's unreasonable for Admiral to require at least some additional evidence from Mr M before it progresses his claim. Admiral has requested an itinerary setting out Mr M's initial travel plans for his multi-centre trip. While I appreciate Mr M says he's sent Admiral his outbound and inbound flight information, I don't think it's unfair for Admiral to require Mr M to provide it with an itinerary showing each of the stops he had planned for the trip; all of his flight bookings and the accommodation he'd booked for the duration of his planned holiday. That's so that Admiral can have a clear picture of exactly what Mr M's plans were, that his holiday fell within the policy trip length limit and what his actual financial losses were. I think it's reasonable for Admiral to decline to consider things further in the absence of this evidence which would help it to decide whether or not the claims are covered.*

*I understand Mr M would like Admiral to break down exactly what evidence it needs purely for the multi-centre trip, rather than other claims he's also made. However, I don't think it's unreasonable for Admiral to want evidence across all of the outstanding claims, so it can*

*cross-reference what's been claimed for, when and whether Mr M has suffered any financial losses which might be covered by the contract.*

*Mr M also has concerns about sending Admiral bank statements showing payments he's made. But, in my experience, it isn't unusual for travel insurers to require bank or credit card statements showing payments being made or received before agreeing to settle a claim. So I don't think this request is unfair. I'd add too that I don't think it's unreasonable for Admiral to want to undertake a telephone interview with Mr M once it's got the evidence it's asked for. This often forms part of the claims process and I think Admiral's reasonably entitled to be satisfied the claim is covered before it agrees to pay anything further.*

*On that basis, I'm not currently persuaded that Admiral's acted unfairly by concluding that it won't - and indeed can't - move the claim forwards until Mr M provides it with reasonable, further evidence.*

#### *Claim handling mistakes*

*Admiral accepts that it didn't respond to some of Mr M's emails during the claims process and that there was a delay in it responding to his complaint. It's paid Mr M £150 compensation to reflect the impact of those errors on him between the time the claim was made in May 2025 and the point it issued its final response to his complaint on 4 July 2025. I think this was a fair, reasonable and proportionate award to recognise the unnecessary trouble and upset Admiral caused Mr M over a relatively short period of time. So I'm not planning to direct it to pay anything more.*

*I understand Mr M has further complaint points that have arisen since Admiral issued its final response to his complaint. If these relate to new issues that Mr M hasn't previously complained about, he may be able to make a new complaint to Admiral about those issues alone. However, it wouldn't be fair or appropriate for me to comment on any new complaint points Admiral hasn't yet had a chance to look into as part of this decision.*

*Overall, despite my natural sympathy with Mr M's position, I'm not planning to tell Admiral to take any action.'*

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

Mr M did not accept my provisional decision and I've summarised his responses:

- He was very disappointed with the outcome and he felt my provisional decision was one-sided. He didn't feel supported by our service.
- The investigator had told Admiral to make contact with Mr M, but it had failed to do so. He considered it was being difficult and had prevented the claim from progressing.
- Admiral hadn't settled any of his medical expenses.
- Given Admiral's decision to merge the claims, it was unclear what specific information it required to move things along and Mr M considered he had provided Admiral with the evidence it required, including his itinerary details.
- He had only been issued with a fit to fly certificate on the understanding that he would return to the UK for recovery.
- He considered that the evidence showed Admiral had acted in a biased way and that it had a vendetta against him.
- He maintained that only one claim involving a flight from the UK to a city I'll call B should be dealt with under this complaint heading, as he said he intended to pursue a complaint about each of the individual claims he's made.

- This matter had impacted on Mr M's health.

### **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, whilst I'm sorry to further disappoint Mr M, my final decision is the same as my provisional decision and for the same reasons. I'll now go on to address his additional comments.

I think it's important that I explain the role of the Financial Ombudsman Service. We're independent of both parties to a complaint. We're not a consumer champion and we don't act on behalf of either party. Instead, we weigh up the specific evidence and circumstances of each individual complaint to decide, independently and impartially, whether we think a financial business has treated a consumer fairly.

It's also important I make it clear that we have no power to tell a financial business to change its policies or procedures. I think Admiral has made it clear to Mr M that it's merged the claims he's made. That was a decision it was entitled to make. Indeed, its final response to Mr M's complaint dealt with multiple claims and set out what evidence it required to move things along. And I note that on the complaint form Mr M sent us, he referred to 'claims.' In my view then, it's reasonable and appropriate for me to consider whether Admiral fairly handled the claims Mr M made, rather than only looking at the particular issue Mr M would like me to focus on.

Following my provisional decision, both sides have confirmed that that Admiral hasn't yet settled Mr M's medical expenses. I apologise for this error. So I've also taken this particular claim issue into account when reaching my final decision.

Mr M maintains that Admiral prevented him from curtailing his trip due to his illness. He says he was issued a fit to fly certificate on the basis that he would return to the UK to recover. I accept this is possible. However, the medical certificate I've seen doesn't indicate that Mr M's treating doctor believed he needed to cut short his trip and return to the UK. Instead, as I've said, in my view, the report suggests that Mr M should seek more treatment if he remained unwell. So I still don't think Admiral acted unfairly when it didn't agree to authorise the costs of Mr M cutting short his trip and flying back to the UK, or that it acted against the opinion of the treating doctor.

It's clear how strongly Mr M feels that Admiral has unfairly delayed the progression of his claims. I appreciate how frustrated he is by the situation. But as I explained in my provisional decision, it's a policyholder's responsibility to provide enough evidence to show they have a valid claim on their policy. In this case, I'm still satisfied that Admiral has clearly explained to Mr M exactly what evidence it needs in order to move the claim along. While I've seen evidence of screenshots indicating payments have been made to accommodation providers or to hospitals; I don't think Admiral's unfairly concluded that the evidence Mr M's sent it doesn't show that he has a valid claim. I think it's reasonably entitled to see evidence such as a full trip itinerary, including all flights and hotel bookings (which don't appear to be in Admiral's file or notes) and Mr M's full medical records, to check that the claims fell within the relevant trip limits and are otherwise covered. Nor do I find it's unfair for Admiral to want to be satisfied as to what Mr M's exact financial losses were in the form of bank statements showing when payments were made, from whom and to whom – and that those losses were caused as a result of the claim.

In the absence of the evidence Admiral's asked for, I still don't think it's unreasonable for it to

conclude that the claim can't be moved along. I'd also add that from the information I've looked at, including Admiral's internal notes, I haven't seen any persuasive evidence that Admiral has handled Mr M's claims in a biased or unreasonable way. And while I appreciate our investigator considered that Admiral needed to undertake a phone interview with Mr M based on the existing evidence, I don't agree with that conclusion. Nor am I bound to. I'm required to reach a decision based on what I believe to be fair and reasonable in all the circumstances. Based on all I've seen, I think it's reasonable for Admiral not to carry out a telephone interview with Mr M until he's provided it with at least some of the information it's asked him for. At that point, I don't think it would be inherently unreasonable for Admiral to carry out a phone interview as part of its claims verification process.

Overall, I am sorry to hear that this matter has impacted on Mr M's health. I appreciate this matter has been ongoing over many months. But taking into account the evidence I've seen, I don't think I could fairly or reasonably direct Admiral to pay Mr M's claims.

It's open to Mr M to send Admiral the evidence it's asked for. I'd expect Admiral to review that evidence in line with its regulatory obligations. However, given the evidence Admiral has available at this point, I'm not telling it to take any action.

### **My final decision**

For the reasons I've given above and in my provisional 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 M to accept or reject my decision before 20 November 2025.

Lisa Barham  
**Ombudsman**