

The complaint

Mr and Mrs M complain that Admiral Insurance (Gibraltar) Limited declined a claim they made on their travel insurance policy.

What happened

Mr and Mrs M claimed on their travel insurance policy as Mrs M wasn't well enough to go on holiday following major surgery. Admiral declined the claim as they didn't think Mrs M had accurately declared her medical history.

Mr and Mrs M complained to Admiral but they maintained their decision was fair. However, they did award £50 compensation for delays in handling the claim. Unhappy, Mr and Mrs M complained to the Financial Ombudsman Service.

Our investigator looked into what happened and upheld the complaint. She didn't think Admiral had asked Mrs M a clear question about her medical history. So, she recommended that Admiral should reassess the claim and pay £250 compensation.

Mr and Mrs M accepted the investigator's recommendation, but Admiral asked an ombudsman to review the complaint. They highlighted the timeline of events and said that the question that Mrs M was asked was clear. They said Mrs M ought to have disclosed that she was on the waiting list to see a specialist when the policy was purchased.

In October 2025 I issued a provisional decision explaining that I wasn't intending to uphold the complaint. I said:

I'm very sorry to read of the circumstances which led to Mrs M making a claim. I can see that she underwent major surgery unexpectedly and I have a lot of empathy with the circumstances she's described.

The relevant law in this case is The Consumer Insurance (Disclosure and Representations) Act 2012 (CIDRA). This requires consumers to take reasonable care not to make a misrepresentation when taking out a consumer insurance contract (a policy). The standard of care is that of a reasonable consumer.

And if a consumer fails to do this, the insurer has certain remedies provided the misrepresentation is - what CIDRA describes as - a qualifying misrepresentation. For it to be a qualifying misrepresentation the insurer has to show it would have offered the policy on different terms or not at all if the consumer hadn't made the misrepresentation.

CIDRA sets out a number of considerations for deciding whether the consumer failed to take reasonable care. And the remedy available to the insurer under CIDRA depends on whether the qualifying misrepresentation was deliberate or reckless, or careless.

Admiral thinks Mrs M failed to take reasonable care not to make a misrepresentation

when she answered questions about her medical history. Mrs M was asked:

Are you or anyone in your party currently on a waiting list for treatment or investigation?

Mrs M answered 'no'. Admiral says she should have answered 'yes' as Mrs M had been referred to a specialist.

I've looked at the medical evidence. The policy was purchased in June 2024. Mrs M was referred for an ultrasound in March 2024 and was later referred to a gynaecological specialist in May 2024 as endometrial thickening was found. The referral was, according to Mrs M's GP, for hysteroscopy, a biopsy and polypectomy. Mrs M's GP has confirmed that she wasn't added to the waiting list for the procedure until July 2024, which is after the policy was taken out.

I think Mrs M ought to have answered 'yes' to the above question. I think the question was adequately clear. At the point the policy was purchased Mrs M was on a waiting list for investigation. She'd been referred to the specialist in May 2024. Whilst she may have been technically added to the list at a later date the referral and investigations were ongoing. So I think she ought reasonably to have answered 'yes' to the above question.

Admiral has provided evidence that had Mrs M answered 'yes' to that question she wouldn't have been offered the policy. This means I'm satisfied that Mrs M's misrepresentation was a qualifying one. Admiral has treated Mrs M's misrepresentation as careless. I think that's fair as I don't think Mrs M intended to mislead Admiral.

As I'm satisfied Mrs M's misrepresentation should be treated as careless I've looked at the actions that Admiral can take in accordance with CIDRA. It says Admiral is entitled to avoid the policy from the point of misrepresentation and treat it as if it never existed. That means they don't have to deal with any claims. CIDRA says they should return any unused premiums paid. Admiral has already refunded the premiums and therefore I'm satisfied they've acted in line with the relevant remedy set out in CIDRA.

In view of the above I think it was fair and reasonable for Admiral to decline the claim and refund the premiums.

Admiral offered Mr and Mrs M £50 as a gesture of goodwill for delays. As, ultimately, I'm satisfied Admiral declined the claim fairly I'm not persuaded they need to pay Mr and Mrs M any further compensation.

Admiral didn't respond to my provisional decision. Mr and Mrs M responded to say that Mrs M wasn't on a waiting list until July 2024. She said that it was at this time that the options for hysteroscopy, biopsy and polypectomy were discussed. Mrs M was disappointed because two investigators had previously upheld her complaint.

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'm very sorry to disappoint Mr and Mrs M but their further representations haven't changed my thoughts about the overall outcome of the complaint.

I've considered Mrs M's representations that she was added to the waiting list for planned treatment on 1 July 2024 and that the options were discussed at the point. But I still think, in the circumstances, that she ought to have answered the relevant question 'yes'.

The initial referral to the gynaecologist was made after Mrs M's second ultrasound when the lining of the uterus was noted to be thickened. So, Mrs M was referred in May 2024 to a specialist. I think it's reasonable to conclude that from that point she was waiting for further investigations or treatment to take place. Therefore, I think she could reasonably be considered to be on a waiting list for treatment or investigation.

For the reasons I've outlined above, and in my provisional decision, I'm not upholding this complaint.

My final decision

I'm not upholding Mr and Mrs M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs M to accept or reject my decision before 21 November 2025.

Anna Wilshaw
Ombudsman