

The complaint

Mrs M and the estate of Mr M are unhappy that Admiral Insurance (Gibraltar) Limited hasn't paid (in full) claims made under a travel insurance policy ('the policy'). They're also unhappy with the way the claim was handled and the assistance received whilst abroad.

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

What happened

Mr and Mrs M were abroad when Mr M became very unwell and required emergency medical care. He was admitted to hospital and Admiral was contacted for assistance.

Towards the end of November 2022, the treating doctor provided a certificate reflecting that Mr M was fit to fly and after considering the medical reports, Admiral concluded that he should be repatriated back to the UK by air ambulance. It started to make arrangements.

By this stage, Admiral had obtained Mr M's medical history and concluded that he and Mrs M didn't accurately declare Mr M's pre-existing medical history when applying for the policy. Had some conditions been disclosed, it says the policy would've cost more. It said it would cover the costs associated with Mr M's hospital admission and repatriation back to the UK in proportion to the sum Mr and Mrs M paid for the policy compared with what they should've paid for the policy (around 73%). As such Mr and Mrs M would be responsible for 27% of the costs.

Repatriation plans initially proceeded on that basis and Mrs M (via her family) paid around directly to the treating hospital £1,000 towards medical costs and an advanced payment of £5,000 to Admiral towards the cost of the air ambulance (which had been quoted to be more than £100,000).

Because the air ambulance operator wouldn't accept a split payment from Admiral and Mr and Mrs M, Admiral agreed to make full payment to the air ambulance operator. Admiral's representative subsequently told a relative of Mr and Mrs M that the costs of the air ambulance and hospital costs would be met by Admiral in full (less the policy excess).

Mr and Mrs M's relative was also told that Admiral would cover other costs such as extended accommodation costs for Mrs M, her return flight to the UK, luggage courier costs and the costs of Covid-tests. I'll refer to these as "the other costs".

After Mr and Mrs M arrived back in the UK, the treating hospital abroad had difficulty refunding the amount Mr and Mrs M had already paid for medical costs and ended up not doing so.

Admiral said it would amend the guarantee of payment it had provided the hospital to take into account the amount Mr and Mrs M had paid. Admiral didn't provide a reimbursement of the sum Mr and Mrs M paid. Admiral said that Mr and Mrs M had been given the wrong information by its representative. It was only responsible for 73% of the medical costs. After

it received a complaint on behalf of Mr and Mrs M, Admiral offered Mrs M £200 compensation to reflect the impact of being given the wrong information.

However, it has agreed to cover all repatriation costs in the approximate sum of £110,000 (less the £5,000 Mr and Mrs M paid in advance whilst still abroad)

Because it wasn't looking to ask Mrs M and the estate of Mr M to be responsible for 27% of the costs to repatriate Mr M back to the UK, it said it wouldn't cover the other costs claimed by Mr M and the estate of Mr M under the policy. Mrs M and the estate Mrs M say this is very unfair and goes against what they were told previously.

Mrs M and the estate of Mr M also say Mr M should've been repatriated back to the UK much sooner and that Admiral's assistance team weren't clear or proactive in its' communications whilst Mr and Mrs M were abroad.

Mrs M and the estate of Mr M brought a complaint to the Financial Ombudsman Service. Our investigator looked into what happened and partially upheld their complaint. He agreed that there were service issues and that Mr and Mrs M had been given confusing information about what would be covered in full by Admiral after it had originally said that it would only be responsible for 73% of the costs. He recommended Admiral pay £400 compensation to reflect the impact of this (including the £200 it had already offered).

Admiral accepted our investigator's recommendations. Mrs M and the estate of Mr M disagreed. They raised further points which didn't change our investigator's opinion. So, this complaint has been passed to me to consider everything afresh and decide.

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.

That includes Admiral's regulatory obligations (including its obligation to handle insurance claims promptly and fairly) and good industry practice.

At the outset I want to pass on my condolences to Mrs M. I appreciate what happened abroad would've been very upsetting and worrying for her and her family. And I have a lot of empathy for her situation.

I've considered all the points she and the estate of Mr M have made (along with all the other evidence). However, I won't respond to each of these. I hope they understand that no discourtesy is intended by this.

Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman 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 point to fulfil my statutory remit.

Admiral's original decision to proportionately settle costs

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. 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 must 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 several 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.

Given that Mr and Mrs M applied for the policy over three years ago, Admiral says it can no longer provide a copy of the sales journey that would've been followed at the time.

However, I have seen the medical declaration certificate and on the balance of probabilities – and in the absence of anything to the contrary - I think it's likely that the questions reflected on this document are the ones that Mr and Mrs M answered when applying for the policy.

Relevant to this complaint, Mr and Mrs M were asked:

Have you, or anyone to be named on the policy, ever been diagnosed or treated for any:

cancerous, respiratory, heart or circulatory conditions (problems with blood flow, including strokes, high blood pressure and cholesterol)?

They were also asked:

Within the last 2 years, have you or anyone to be named on the policy:

been prescribed medication, or received treatment or attended a medical practitioner's surgery?

I'll refer to these as the 'medical questions'.

It's reflected that Mr M answered 'yes' to the medical questions and some medical conditions were disclosed, including high blood pressure. It's reflected that Mr M was asked follow-up questions about this condition, which I'm satisfied were reasonably clear.

It's reflected that Mr M said his doctor advised he take one medicine for this condition and that he hadn't been advised to take medication to lower cholesterol.

Admiral says a number of medical conditions weren't disclosed for Mr M. However, it says – having carried out a retrospective screening of these conditions - some wouldn't have impacted the risk rating or have increased the premium.

Looking at the information provided by Mr M's GP, I'm satisfied that Mr M had been prescribed medication to lower his cholesterol for many years and a number of medicines for blood pressure. And this was from before Mr and Mrs M applied for the policy. So, I've focused on those two issues when deciding whether Admiral has fairly concluded that Mr and Mrs M made a misrepresentation when taking out the policy. As the other medical issues didn't have any impact, I haven't considered whether it was fair for Admiral to include those.

Overall, I'm persuaded that Admiral has fairly and reasonably concluded that Mr and Mrs M didn't take reasonable care when answering the medical questions as high cholesterol should've been disclosed. And further the questions relating to having been advised to take medication to lower cholesterol and the number of medications for high blood pressure

should've been answered differently when answering follow up questions about high blood pressure. I'm therefore satisfied that Admiral has fairly and reasonably concluded that this amounted to a misrepresentation.

I've gone on to consider whether this amounted to a qualifying misrepresentation (i.e. that the misrepresentation mattered to Admiral and it would've done something different had it known about high cholesterol and the number of medications Mr M was taking to manage high blood pressure). And I'm satisfied that it did.

Admiral has carried out a retrospective screening. Based on the information provided by the GP, I'm satisfied that it has answered the follow up questions fairly and accurately. And that this resulted in an increased risk rating score and an increase to the premium (of around £113). I'm persuaded that this evidence supports Admiral's position that the policy would've been offered on different terms.

As Admiral initially agreed to cover 73% of the costs, I'm satisfied that it concluded that the misrepresentation made by Mr and Mrs M was careless (as opposed to being deliberately or recklessly made). And I think that's fair and reasonable.

I've looked at the actions Admiral can take in line with CIDRA. It's entitled to do what it would've done had the careless qualifying misrepresentation not taken place.

Admiral originally concluded that it would pay costs in proportion to the premium Mr and Mrs M paid for the policy compared with the premium it should've paid for the policy (around 73%).

So, I think it's original offer to cover this proportion of costs was fair and reasonable and it communicated that it was going to do that to Mr and Mrs M's family before repatriation plans were finalised.

I know Admiral's representative later told Mr and Mrs M's relative that it would be paying the hospital and repatriation costs in full – and Mr and Mrs M were also led to believe that the other costs would also be covered in full. I've gone on to consider the impact of that below.

Medical assistance whilst abroad, repatriation and claim handling

I'm satisfied that Admiral provided Mr and Mrs M's relative with incorrect and confusing information.

After initially saying that it would be covering 73% of costs, I'm satisfied that Admiral gave Mr and Mrs M's relative information which now turns out to be incorrect. I find this created a reasonable expectation that the hospital and repatriation fees would be covered in full along with the other costs.

However, I don't think it would be fair and reasonable for me to direct Admiral to pay all the costs associated with Mr M being unwell abroad in the individual circumstances of this case.

As I've explained above, I'm satisfied that Mr and Mrs M made a careless qualifying misrepresentation when applying for the policy, so it was reasonable for Admiral to limit its liability under the policy and conclude that it would only cover 73% of costs.

It's agreed to still pay Mr M's repatriation costs in full (less the £5,000 paid by Mr and Mrs M's relative as a part of an advanced payment for Mr and Mrs M's contribution towards these costs).

By doing so, and taking into account the other costs that Mr and Mrs M thought would be covered in full (the costs of telephone calls to communicate with Admiral, the advanced

payments Mr and Mrs M's relatives paid directly to the hospital, the £5,000 paid towards repatriation costs and the other costs), Mrs M and the estate of Mr M have still been saved many thousands of pounds which they would've otherwise been responsible for.

Shortly before repatriation, I've also considered that Admiral was looking to arrange for the treating hospital to reimburse Mr and Mrs M for the payments they'd (or their relatives) had paid directly to it. And if that had been arranged at the time (or shortly after repatriation) which the hospital was attempting to do, Mr and Mrs M would've received that money.

However, the hospital ultimately concluded that it wouldn't be refunding the money directly to Mr and Mrs M (or their relatives) as it was too difficult to logistically arrange. It subsequently said it wouldn't respond to any further communications from the family about the issue. That's outside of Admiral's control. I don't think it would be fair and reasonable for Admiral to reimburse the sum that the hospital has said it would no longer pay back to Mr and Mrs M.

I can, of course, understand Mrs M and the estate's disappointment upon discovering that Admiral wouldn't be covering all costs in full despite the later assurances that it would. This would've been confusing and upsetting. I've considered the impact of that when thinking about how much compensation Admiral should pay as Mr and Mrs M were expecting to receive a significant sum of money back from Admiral.

I'm also satisfied that there were other times when Admiral should've better communicated with Mr and Mrs M's family about what it was doing 'behind the scenes' to finalise the repatriation plans. From what I've seen, I'm satisfied Admiral was proactively putting plans in place, including obtaining quotes and availability of air ambulances, but it didn't proactively communicate with the family about this. This would've prevented the family from having to contact Admiral for updates on behalf of Mr and Mrs M.

Mr and Mrs M's relatives aren't beneficiaries under the policy. So, they aren't eligible complainants for the purpose of this complaint, and I have no power to direct Admiral to pay any compensation to Mr and Mrs M's family personally for the impact Admiral's errors had on them. That includes the disappointment, upset and the trouble they were put to communicating with Admiral. However, I do accept that their experiences are likely to have added to Mr and Mrs M's worry at an already distressing time.

Overall, I'm satisfied that £400 compensation fairly reflects the impact of Admiral's errors on Mr and Mrs M.

I don't think it would be fair and reasonable for me to direct Admiral to refund to Mrs M and the estate, the premium originally paid for the policy. A claim has been made and paid on the policy. So, not only was Admiral on risk of a claim being made during the period of insurance, Mrs M and the estate of Mr M have benefitted from the policy.

Mrs M and the estate of Mr M also say that Admiral unreasonably delayed repatriating Mr M back to the UK. However, I'm not persuaded that's the case because:

- I'm satisfied from the treating doctor's report dated 23 November 2022 that the plan was to decannulate Mr M at some time between 25 and 28 November 2022 and after removal of the tracheostomy tube, he'd need to be observed for at least two to three days before being discharged from hospital. The treating doctor also mentions that during any flight back to the UK, Mr M would need oxygen and a medical escort.
- I wouldn't reasonably expect Admiral to finalise repatriation plans until a certificate was issued definitely confirming that Mr M was fit to fly. The report sets out an intended course of action but the timeline wasn't fixed. Further, from what's said in

the report, a discharge date wasn't definite, and it would depend on how Mr M reacted to the removal of the tracheostomy tube.

- After receipt of the report, and once the tracheostomy tube was removed, I'm satisfied Admiral arranged for a more detailed mobility and fit-to-fly questionnaire to be completed by the treating doctor. Upon receipt of this questionnaire (reflecting that Mr M was fit to fly by air ambulance), I'm satisfied that Admiral promptly referred it to its medical team and then started finalising repatriation plans by requesting air ambulance quotes and availability.
- I'm also satisfied that the repatriation plans were somewhat complicated by two air ambulances having to be arranged because Mr M had to be transported from where he was being treated to a larger city to then be repatriated back to the UK. That required some coordination.
- Although Mr and Mrs M's relative were told that it could take between 24 and 72 hours to arrange repatriation and this timeframe was exceeded, I'm satisfied this was general guidance and in the circumstances of this case, I don't think it was unfair for repatriation to have taken place outside this period.

I'm satisfied that an air ambulance back to the UK was provisionally arranged for 3 December 2022 and Mr and Mrs M's relative was told that an advanced payment of £5,000 would be required from them as a part payment towards cost of the air ambulance.

It's not entirely clear when this was received by Admiral. There's a note of a conversation between Mr and Mrs M's relative and Admiral around 29 November 2022 saying that payment of the £5,000 would be arranged by BACS. There's also mention of the payment being received around 1 December 2022.

The date for repatriation did change to 4 December 2022. There's reference in Admiral's contact notes to the air ambulance operator changing its availability. However, it's unclear whether this was due to the booking not being confirmed by Admiral until it had received the £5,000 advanced payment on behalf of Mr and Mrs M.

Based on experience, I'm aware that it can take some time for a BACS payment to show on the recipient's account. And even if there had been a slight delay in Admiral acknowledging receipt of the payment and then securing the air ambulance – and that this was the reason for the change in repatriation date - there's no evidence to suggest that the air ambulance would've still been available for 3 December 2022. On the balance of probabilities, I'm persuaded that repatriation would've still been put back by a day. So, I don't think it would be fair and reasonable to hold Admiral responsible for this.

Further, and in the alternative, Mr M was being cared for in hospital. I've seen no evidence which convinces me that the delay of one day impacted Mr M's care or health (although I appreciate from Admiral's contact notes that his family wanted him repatriated as soon as possible). And although a one-day delay increased the amount of medical and accommodation costs, for reasons set out above, I'm satisfied that Admiral has ended up covering more costs than it was required to under CIDRA. And Mrs M and the estate of Mr M have ultimately ended up paying less costs than they would've otherwise had to.

I know Mrs M and the estate of Mr M have asked that the Financial Ombudsman Service to obtain all call recordings with Admiral relevant to this case. However, Admiral has provided detailed contact notes, and they contain its records of conversations. Having considered these, and given my findings above, I'm not persuaded that it's necessary for me to listen to the call recordings to reach a fair and reasonable outcome. I accept that, at times, Admiral

provided incorrect and confusing information and should've been more proactive in its communications. And I've considered the impact of this on Mr and Mrs M.

Putting things right

I direct Admiral to pay Mrs M and the estate of Mr M £400 compensation for distress and inconvenience (less the £200 it's offered, if already paid).

My final decision

I partially uphold this complaint to the extent set out above and direct Admiral Insurance (Gibraltar) Limited to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M and the estate of Mr M to accept or reject my decision before 23 December 2025.

David Curtis-Johnson
Ombudsman