

The complaint

Mr J complains because Admiral Insurance (Gibraltar) Limited hasn't paid his travel insurance claim.

What happened

Mr J held a travel insurance policy, underwritten by Admiral.

Unfortunately, while on holiday abroad, Mr J fell ill and was unable to take his return flight. He booked later transport at his own expense and made a claim with Admiral. Admiral said the claim wasn't covered because Mr J hadn't contacted its emergency medical assistance service within 24 hours and that there was no medical evidence to support his claim.

Unhappy, Mr J brought a complaint to the attention of our Service. One of our Investigators looked into what had happened and said she didn't think Admiral had acted unfairly or unreasonably in the circumstances. Mr J didn't agree with our Investigator's opinion, so the complaint has now been referred to me to make a decision, as the final stage in our process.

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 understand Admiral initially declined Mr J's claim for a different reason and paid him £50 compensation for the mistake. Admiral's initial incorrect claim decline isn't the subject of this complaint, so I won't be commenting on it any further.

Industry rules set out by the regulator say insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules, as well as other relevant considerations such as the law, into account when making this final decision. My role is to reach an independent and impartial outcome, on the balance of probabilities, based on what I think is fair and reasonable in the individual circumstances of Mr J's complaint. I'm not bound by previous decisions made by our Service in other cases.

The terms and conditions of Mr J's policy provide cover for the additional costs of new transport in certain circumstances if a policyholder falls ill abroad. This is generally subject to the policyholder contacting Admiral's emergency medical assistance service within 24 hours. I'd expect a policyholder to do this before making new transport arrangements. This is to provide Admiral with a reasonable opportunity to advise the policyholder about what medical evidence is required to support their claim.

In this case, Mr J didn't contact Admiral within 24 hours and/or before arranging new transport home. So, Admiral didn't have the opportunity to advise Mr J about what medical evidence was required to support his claim. I understand Mr J says he was unable to contact Admiral, but I don't think it's likely that it was impossible for Mr J to make any contact at all with Admiral in this situation. And, even if this was the case, I don't think it's unreasonable to expect a policyholder to make arrangements to contact their insurer through a third party if

they are unable to contact their insurer themselves.

In any event, I haven't seen any medical evidence which confirms or supports Mr J's claim that illness was the reason why it was necessary for him to make new travel arrangements. I understand Mr J says he wouldn't have rearranged his flight unless it was necessary for him to do so and he wouldn't have voluntarily missed his flight. I accept this, and I've taken into account the evidence which Mr J has provided showing he had to return home for work. However, it's a general principle of insurance and a requirement of the terms and conditions of this policy that a policyholder must provide sufficient evidence in support of their claim. I don't think Mr J has provided any evidence to demonstrate that the reason for his claim was due to an insured event (i.e. illness) which the policy covers.

In circumstances where Mr J didn't contact Admiral's emergency medical assistance service and where there is no medical evidence (or, indeed, any other contemporaneous evidence) to demonstrate it was necessary for Mr J to book new transport due to illness, I don't think it was unfair or unreasonable for Admiral to decline this claim. The value of the claim doesn't change my decision on this point.

In response to our Investigator's opinion, Mr J requested various information about Admiral's medical resources abroad, a sworn statement from Admiral's medical team and contact details for Admiral. None of this information is relevant to the outcome of Mr J's complaint and it isn't for our Service to request it. My remit is to make a decision about whether Admiral acted unfairly or unreasonably in the circumstances when declining Mr J's claim and I don't think it did.

I'm sorry to disappoint Mr J but I won't be directing Admiral to do anything more.

My final decision

My final decision is that I don't uphold Mr J's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 14 January 2026.

Leah Nagle
Ombudsman