

The complaint

Mr and Mrs S are unhappy that Admiral Insurance (Gibraltar) Limited declined a claim made on their travel insurance policy ('the policy') in connection with Mr S injuring his arm whilst abroad.

All reference to Admiral includes its 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.

That includes Admiral's regulatory obligation to handle insurance claims fairly and promptly. And to not unreasonably decline a claim.

I've also taken into account The Consumer Insurance (Disclosure and Representations) Act 2012 ('CIDRA') as I'm satisfied it's relevant law. This requires consumers to take reasonable care not to make a misrepresentation when taking out a consumer insurance contract. The standard of care expected 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 (in this case, Admiral) has to show it would've offered the insurance 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.

Mr and Mrs S feel very strongly that Admiral has acted unfairly. I know they'll be disappointed, but for reasons set out below, I'm satisfied Admiral has fairly and reasonably voided the policy and declined the claim.

I'm satisfied that Mr and Mrs S applied for the policy through a comparison website and that Mr and Mrs S were asked the following questions:

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

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

I'll refer to this as the "have you ever question".

And:

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

Been prescribed medication, received treatment or had a consultation with a doctor or hospital specialist for any medical condition?

I'll refer to this as the "two-year question".

The medical declaration form reflects that the two-year question Mr and Mrs S were asked may have been a little different:

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?

Attended a hospital or clinic as an out-patient or in-patient?

I'll refer to this as the 'alternative two-year question'.

But either way, I'm satisfied that both the two-year question and the alternative two-year question (and the "have you ever" question) are reasonably clear. And in the circumstances of this case, I'm not persuaded that whichever two-year question was asked impacts the outcome in this case.

It's reflected that Mr and Mrs S answered 'yes' to these medical questions. They were then asked to "add medical conditions, one at a time based on your medical history answers for all travellers".

The medical declaration certificate reflects that medical conditions were added for both Mr and Mrs S.

However, Admiral says two other medical conditions should've been declared for Mr S in response to the medical questions asked. It's therefore concluded that Mr and Mrs S made a misrepresentation when applying for the policy.

I'm satisfied this is a fair and reasonable conclusion for Admiral to reach based on the medical records. That's because within the two years before applying for the policy, Mr S had surgery for pancreatic insulinoma and subsequently had polyps removed. Mr S says that both issues had been resolved before applying for the policy. That may be the case. However, looking at the medical questions, I'm satisfied that Admiral has fairly concluded that these conditions reasonably ought to have been disclosed in response.

I'm therefore persuaded that Admiral has fairly and reasonably concluded that Mr and Mrs S didn't take reasonable care when applying for the policy and answering the medical questions.

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 these two conditions). And I'm satisfied that it did.

Admiral has carried out a retrospective medical screening. Based on the information provided, I'm satisfied that it has answered the follow up questions fairly and accurately

about the two conditions it says Mr and Mrs S should've declared for Mr S. And, from what I've seen, I'm satisfied that this would've resulted in the policy not being offered at the time of application.

Admiral has concluded that Mr and Mrs S's misrepresentation was carelessly made. I'm satisfied that it's fairly concluded that as I don't think Mr and Mrs S deliberately or recklessly failed to disclose the two conditions for Mr S.

I've looked at the actions Admiral can take in line with CIDRA if a qualifying misrepresentation is careless. It can do what it would've done had the careless qualifying misrepresentation not taken place. As the policy would never have been offered, I'm satisfied that it's acted fairly by treating the contract of insurance as void and declining the claim on the basis that the policy would never have been in place for a claim to be made on it.

I would also reasonably expect Admiral to refund the premium paid for the policy, which it's said it's done. I think that's fair and reasonable.

I appreciate that the reason Mr S needed medical treatment abroad was not related to the undeclared medical conditions. However, because the policy wouldn't have been in place, I'm satisfied Admiral has acted fairly and reasonably by relying on CIDRA to decline the claim.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs S to accept or reject my decision before 18 February 2026.

David Curtis-Johnson
Ombudsman