

The complaint

Miss M is unhappy with the way Admiral Insurance (Gibraltar) Limited handled a claim made on her travel insurance policy ('the policy') after she required emergency medical treatment abroad.

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

I've considered all the points made by the parties (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.

In considering what's fair and reasonable in all the circumstances of the case, I've taken into account all relevant law and regulations, regulator's rules, guidance and standards, codes of practice and good industry practice at the relevant time. That includes Admiral's regulatory obligation to handle insurance claims promptly and fairly. And to not unreasonably decline a claim.

I'm also satisfied that The Consumer Insurance (Disclosure and Representations) Act 2012 ('CIDRA') is relevant law in this case.

CIDRA 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.

Did Miss M make a misrepresentation?

I'm satisfied that Miss M applied for the policy through a comparison website and that she was most likely asked the following questions (as reflected in the medical declaration form):

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

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

Psychological conditions such as stress, anxiety, depression or psychiatric condition such as eating disorders, drug or alcohol abuse or mental instability?

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

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

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

I'm satisfied that both questions are reasonably clear.

It's reflected that Miss M only answered 'yes' to the two-year question, declaring a medical condition and answering follow up questions about it.

However, Admiral says that Miss M reasonably ought to have declared other medical conditions in response to the two-year question, and answered 'yes' to the "have you ever" question, declaring conditions.

I've considered the medical evidence, and I'm satisfied that Admiral has fairly and reasonably reached this conclusion. And that Miss M failed to take reasonable care when applying for the policy and made a misrepresentation.

Was this a qualifying 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). And I'm satisfied that it did.

Admiral has provided persuasive evidence that had Miss M declared other medical conditions in response to the "have you ever" and two-year questions, the policy would've still been offered at the time. However, it would've charged a higher premium for the policy. I accept this would've been the case based on what I've seen.

Has Admiral acted fairly and reasonably?

Admiral initially agreed to pay around 59.5% of the claim. That's in line with the proportion of the premium Miss M paid for the policy compared with how much the policy would've cost if she hadn't made a qualifying misrepresentation.

Admiral has confirmed that it has paid that percentage of medical costs to the hospital.

However, it has since declined to pay any other sums towards the rest of the claim including extended accommodation costs and repatriation costs to the UK. That's because Admiral has more recently said that Miss M's misrepresentation was deliberately or recklessly made.

CIDRA says a qualifying misrepresentation is deliberate or reckless if the consumer:

- knew that it was untrue or misleading, or did not care whether or not it was untrue or misleading, and
- knew that the matter to which the misrepresentation related was relevant to the insurer, or did not care whether or not it was relevant to the insurer (and it is to be presumed, unless the contrary is shown that the consumer knew that a matter about which the insurer asked a clear and specific question was relevant to the insurer).

It's for Admiral to show this on a balance of probabilities.

Admiral has relied on evidence that Miss M made three applications for travel insurance a few weeks before applying for the policy (via comparison websites). It's reflected that two of the quotes generated a medical score of zero, and she'd declared two conditions on the other application.

However, despite requesting, Admiral hasn't provided evidence of the questions asked by the comparison websites at the time. Different answers may validly be given if the questions were worded differently.

So, on the balance of probabilities, I'm not satisfied that this is persuasive evidence that Miss M acted deliberately or recklessly by not taking reasonable care to answer the two year and "have you ever" questions when applying for the policy a few weeks later.

Admiral has also pointed to an application which was made in 2022, where a medical score of zero is reflected. Again, the medical questions asked at the time haven't been provided and that's around two years before the policy was applied for. So, I don't think it's compelling evidence in the circumstances of this case that Miss M made a deliberate misrepresentation or acted recklessly when applying for the policy.

Another quote is dated from after the policy was applied for, after the claim was made and Admiral offered to proportionately settle the claim. This time, it's reflected that Miss M entered a number of conditions. However, on the balance of probabilities, I'm satisfied she did this to check Admiral's position that the policy would've cost more had she declared more conditions. So, I don't think this is relevant to whether Miss M acted deliberately, recklessly or carelessly when applying for the policy around nine months prior.

Overall, I'm satisfied that it would be fair and reasonable for Admiral to treat the qualifying misrepresentation as careless.

I've looked at the actions Admiral can take in line with CIDRA if a qualifying misrepresentation was careless. It can do what it would've done if a careless qualifying misrepresentation hadn't been made. I'm satisfied that the policy would've cost around £78 more. So, I'm satisfied that Admiral should proportionately settle all aspects of the claim on the basis that the policy would've cost around £78 more than Miss M paid for it (up to the financial limits of the policy).

Other issues

During our investigator's investigation into this complaint – and in response to her view – Admiral has raised various issues about contradictory statements made by Miss M around how she obtained her injuries and why she was admitted to hospital.

Although Admiral has pointed out some contradictions, it hasn't produced any evidence that Miss M didn't require emergency medical care whilst abroad, which is covered under the policy.

There are exclusions and conditions in the policy document which may be relevant to this case. For example, condition 10 of the general conditions in the policy terms reflect what can happen in the event of fraud or deliberately or recklessly providing false or misleading information that would affect Admiral's decision to offer cover - or if a claim is fraudulent, false or exaggerated or false statements have been given. However, despite requesting, Admiral hasn't specifically confirmed if it's relying on any of these to decline the claim.

In any event, and for completeness, I'm not persuaded that this threshold has been met based on what's been provided. Although Miss M's statement did contain some inconsistencies, the statements provided by the alleged perpetrator abroad and chief security supervisor also contained inconsistencies. And we haven't been provided with all the medical evidence from Miss M's admission to hospital abroad which could've provided further insight.

Further, in its final response dated June 2025, Admiral expressly said that the decision to repudiate Miss M's claim was due to quote manipulation and not based on the information which was included within the police report. So, I don't think it's fair and reasonable for Admiral to now seek to rely on the police report and statements made to the police when it's clearly said that this wasn't the reason for declining to pay anything more towards the claim.

Impact on Miss M

As I've said above, Admiral initially agreed to proportionately settle the claim and paid a proportion of the medical costs to the hospital abroad. It sent Miss M an email at the end of January 2025 reflecting it would pay around 59.50% of her costs – including travel and accommodation up to the policy limit of £2,000. However, it then reneged on this for reasons that I've found not to be fair and reasonable.

I think this would've been very upsetting, worrying and confusing for Miss M at an already difficult time. She was out-of-pocket for some costs that Admiral had initially agreed to pay. I'm satisfied that Admiral should pay £400 compensation to Miss M to reflect the impact of this on her.

Putting things right

I direct Admiral to:

- reinstate the policy and pay 59.50% of the claimed costs (taking into account any medical costs already paid directly to the treating hospital and the financial limits of the policy).
- pay simple interest at a rate of 8% per year on any amount due to Miss M from a month after the claim was made to the date of settlement*.
- remove (or arrange to be moved) any reference or marker to Miss M making a deliberate or reckless disclosure.
- pay Miss M £400 compensation for distress and inconvenience.

* If Admiral considers it's required by HM Revenue & Customs to take off income tax from any interest paid, it should tell Miss M how much it's taken off. It should also give her a

certificate showing this if she asks for one. That way Miss M can reclaim the tax from HM Revenue & Customs, if appropriate.

My final decision

I 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 Miss M to accept or reject my decision before 30 March 2026.

David Curtis-Johnson
Ombudsman