

The complaint

Mr O is unhappy that Admiral Insurance (Gibraltar) Limited declined a claim made on his travel insurance policy ('the policy') in connection with him requiring emergency medical treatment abroad. He's also unhappy with the assistance he received whilst 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 Mr O (along with all the other evidence). However, I won't respond to each of these. I hope he understands 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 decision to decline the claim and void the policy

Admiral has regulatory obligation to handle insurance claims fairly and promptly. And it mustn't unreasonably decline a claim.

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

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.

Mr O feels very strongly that Admiral has acted unfairly. I know he will 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 O applied for the policy through a comparison website and that he was most likely asked the following questions (as reflected in the medical declaration form):

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'.

And:

Have you, or anyone to be named on the policy:

Been currently put on a waiting list for treatment or investigation?

I'll refer to this as 'the waiting list question'.

I'm satisfied that these medical questions are reasonably clear. And it's reflected that Mr O answered 'no' to them.

Admiral says that this was incorrect and Mr O made a misrepresentation. Both questions should've been answered 'yes'.

I've considered the medical certificate completed by Mr O's GP. It reflects that within the two weeks before applying for the policy, Mr O had consulted with his doctor in connection with a long-standing diagnosed condition. It's reflected that a referral was made for speech and language therapy.

I've seen nothing which suggests that this therapy had started before the date Mr O applied for the policy.

So, I'm satisfied that it's fair to conclude that Mr O made a misrepresentation when applying for the policy and that he reasonably ought to have answered 'yes' to the two-year question and waiting list question. So, I'm persuaded that he failed to take reasonable care when applying for the policy.

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 if Mr O had answered 'yes' to the waiting list question, the policy wouldn't have been offered to him.

Further, even if Mr O had only answered 'yes' to the two-year question, and then gone on to declare his condition, the evidence provided by Admiral also supports that the policy wouldn't have been offered to him.

Admiral has concluded that Mr O's misrepresentation was deliberately or recklessly made. I'm conscious that it's for Admiral to show this on a balance of probabilities.

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).

I'm satisfied that having been asked the medical questions, Mr O was aware that the answers would be relevant to Admiral.

Mr O attended the medical appointment around 10 days before applying for the policy and a referral was made for therapy. I think it's reasonable to conclude that this would've been at the forefront of his mind when applying for the policy.

Admiral also provided evidence that Mr O made a number of applications for travel insurance around that time and when disclosing one medical condition, the evidence supports that the application was declined. I don't know what medical condition was declared on those other applications. But in the circumstances of this case, I think Admiral has fairly concluded on the balance of probabilities that it was the long standing diagnosed condition Mr O had and that he didn't disclose in his application for the policy he ended up with.

Mr O says that he ended up not disclosing this condition as he'd read when applying for travel insurance that if a condition was diagnosed more than 15 years ago, it didn't need to be disclosed. I've seen no evidence to support that and ultimately, the questions I've referred to above, are reasonably clear and don't make any exception for conditions that were diagnosed more than 15 years ago.

I think it's fair to conclude that by answering 'no' to the medical questions and not disclosing his medical condition, Mr O acted deliberately or did not care whether the answers to the two-year question and waiting list question were untrue or misleading. And it's therefore fair and reasonable to class his qualifying misrepresentation as deliberate or reckless.

I've looked at the actions Admiral can take in line with CIDRA if a qualifying misrepresentation was deliberate or reckless. It can void the contract of insurance and refuse all claims made on it. That's what it's done here, and when doing so, I think it's acted fairly and reasonably by relying on CIDRA. It also doesn't need to return any premiums paid for the policy. Admiral originally said it would be retaining the premium paid but then later agreed to refund it. As that's more than it's required to do under CIDRA, I think Admiral acted fairly and reasonably.

Medical assistance

Overall, I'm satisfied Admiral acted fairly and reasonably when providing assistance to Mr O whilst he was abroad and in hospital. From what I've seen, it was notified that Mr O required emergency medical assistance a few weeks after he'd been first admitted to hospital.

I'm satisfied that:

- it was fair and reasonable for Admiral to want to obtain medical records from the treating hospital abroad which was complicated somewhat by Mr O having been admitted to different facilities.
- Admiral made reasonable and proactive attempts to try and get the information it needed. That included contacting the treating facilities and also speaking to Mr O's family member to try and obtain this information.
- it was fair and reasonable for Admiral to want to obtain Mr O's medical history from his GP surgery. It's common for travel insurers to want to review the medical history before verifying a claim to check things like whether the medical treatment being

claimed for is related to a pre-existing medical condition (and therefore might not be covered under the policy) and/or whether an insured person answered questions correctly about their health when applying for travel insurance. So, I'm satisfied that Admiral acted fairly by wanting to request medical history from Mr O's GP before confirming cover. I'm satisfied that it promptly requested this and then proactively chased for this.

Once the information was received from the GP, I'm also satisfied that Admiral fairly concluded – for reasons set out above – that Mr O made a deliberate or reckless qualifying misrepresentation. And that it fairly concluded that it wouldn't be covering any claim for medical costs and stopped providing medical assistance.

Mr O's family member had raised concerns that Mr O was only receiving "basic" care in hospital because of the lack of insurance. Admiral isn't responsible for the standard of care given by medical professionals at the treating hospital or the standards of the facility he was in. I'm satisfied that Admiral asked more about those concerns and was told that it wasn't around the treatment being received but assistance. As Admiral was still awaiting medical reports from the treating facilities and the medical history from the GP, I'm satisfied that there wasn't anything more it could reasonably do in the circumstances. It was awaiting information to verify the claim and without medical reports from the treating facilities, it didn't have a clear understanding of Mr O's condition, prognosis or treatment plan.

Mr O is also unhappy about the way a call was handled by Admiral on 17 May 2024. I've listened to the recording of that call. I'm satisfied that Admiral's representative appropriately explained why the claim had been declined and acted professionally and reasonably throughout.

Other issues

- Mr O is unhappy that other third-party organisations were involved in the medical assistance / claims process. However, it's standard industry practice for insurers who underwrite the travel insurance policy to contract third parties to, for example, provide medical assistance when an insured person falls ill abroad and needs support. They usually do so as agents – and on behalf of – the insurer, as in this case. I don't think that's unreasonable.
- Admiral accepts that there were delays in handling Mr O's complaint and providing an outcome. It paid £25 compensation to reflect the impact of this. Whilst I accept that these delays would've been frustrating for Mr O, I'm satisfied that £25 fairly reflects the distress and inconvenience caused by this. So, I'm satisfied Admiral doesn't need to do anything more to put things right. Admiral also provided an incorrect date in its original final response. I accept this would've been frustrating and upsetting. It apologised for this in a follow up communication. I'm satisfied that an apology fairly put things right.
- The policy terms also say: "If you...recklessly or deliberately misrepresent information at any time during the policy that would impact either the terms and conditions or our ability to offer cover itself...we will seek to recover any costs we have incurred and will not return any premium". Admiral initially said to Mr O that it would look to recover around £300 in costs and relying on the policy terms, I think it was reasonably entitled to adopt that position. However, it has since confirmed to the Financial Ombudsman Service that it will not seek to do this. I think that's fair and reasonable in the circumstances.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 27 February 2026.

David Curtis-Johnson
Ombudsman