

## The complaint

Mr A complains that Admiral Insurance (Gibraltar) Limited declined his travel insurance claim.

## What happened

Mr A has annual multi trip travel insurance insured by Admiral. He and his family were on a trip in a country I'll refer to as N. The first leg of their return flight to the UK from N to a country I'll refer to as I was delayed by 72 hours. Mr A claimed on his travel insurance for the delay benefit.

Admiral declined the claim. It said there was no policy cover for the claim as the delay had been to a flight between two non UK countries.

Mr A complained to us. In summary he said:

- Admiral had unreasonably applied a narrow exclusion. No cover for delay to connecting transport between two non UK countries is against the reasonable expectation of cover for any trip involving a necessary connection outside of the UK.
- This significant exclusion wasn't highlighted at the point of sale, as required under the Financial Conduct Authority's (FCA) consumer fairness principles. If he'd been made aware at the point of policy sale that the policy didn't cover the most common risk on any international connecting trip, a problem with the connection itself, he wouldn't have purchased this policy.
- He wants Admiral to pay his claim for the benefit plus interest.

Our Investigator considered Admiral had reasonably declined the claim.

Mr A disagrees and wants an Ombudsman's decision. He added:

- The exclusion about connecting flights appears in the Insurance Product Information Document (IPID) but the exclusion still isn't fair, reasonable and consistent with the FCA's Consumer Duty requirements particularly for a 'worldwide policy'.
- The policy says it covers a 'return journey to the UK'. There are no direct flights to the UK from N so every return journey must involve a connection leg between non UK countries. That means the policy saying it covers a return journey isn't correct.
- The IPID says cover is for the 'Final departure returning to the UK'. He considers his 'final departure' was from N for the start of his return to the UK which isn't Admiral's interpretation. So the policy wording is ambiguous and should be interpreted in his favour.
- He's claiming for a 72 hour delay to his arrival in the UK. The focus should be on the impact on the consumer rather than a technicality which avoids the purpose of travel

insurance.

- The relevant policy terms are unfair terms under the Consumer Rights Act 2015.

Our Investigator didn't change her recommendation so the complaint has been referred to me to 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.

I've considered all the points Mr A has made. I won't address all his points in my findings because I'll focus on the reasons why I've made my decision and the key points which I think are relevant to the outcome of this complaint.

Mr A considers that Admiral has acted contrary to the FCA's principles and regulatory requirements and the Consumer Rights Act 2015. It's for the court to decide if a business has acted contrary to the law. But in considering what's fair and reasonable, I need to have regard to the relevant law and regulations, regulators' rules, guidance and standards, codes of practice and, where appropriate, what I consider to have been good industry practice at the relevant time.

Mr A told our Investigator he bought this policy online. If he has concerns that the policy was mis-sold to him he can complain to the business which sold him the policy. If the parties can't agree he can ultimately make a separate complaint to us about that matter.

This decision is about whether Admiral fairly and reasonably declined the claim. The FCA's rules say that insurers must handle claims promptly and fairly and they mustn't turn down claims unreasonably. I'm sorry to disappoint Mr A but I'm satisfied that Admiral reasonably declined the claim. I'll explain why.

The 'Missed departure, travel delay or abandoned trip' policy section says:

*'International travel delay  
(if your transport failed to leave on time)*

*We cover delays to:*

*the final departure leaving the UK on your outbound journey; or*

*the final departure of your return journey to the UK.*

*We do not cover delays to connecting transport between two non-UK countries.*

*We do not cover delays of less than 12 hours'.*

I think the policy is clear there's no cover for '*delays to connecting transport between two non-UK countries*'. That's regardless of whether the connecting flight was part of the journey to or from the UK. Mr A says the exclusion means the policy can't correctly say it covers a 'return journey to the UK'. But the terms are clear the cover is for the '*final departure of your return journey to the UK*' and that the exclusion about connecting flights applies.

As the cause of the claim is a delayed flight between two non UK countries I'm satisfied Admiral correctly said Mr A's claim for delay benefit wasn't covered by the policy terms and correctly declined the claim in line with the policy terms.

I've also considered what's fair and reasonable in all the circumstances of the complaint.

I generally say that an exclusion on policy cover for connecting flights is significant and must be highlighted to the policyholder for an insurer to be able to fairly rely on the exclusion. I'd expect to see the exclusion in the IPID which summarises the key features of the policy.

The IPID for this policy says:

*'What is not insured*

*Connecting flights or other means of transportation: No cover for missed departures or delays on connecting transport between non-UK destinations and no cover if it disrupts your onward journey, such as missing your next flight due to a delay'.*

I'm satisfied the exclusion that there's no cover for delays on 'connecting transport between non-UK destinations' is highlighted in the IPID.

Where I consider policy wording ambiguous I generally consider it fair that the wording is read in the consumer's favour. But I'm satisfied the relevant policy wording isn't ambiguous. Even if Mr A considered his final departure of his return journey to the UK was from N the policy is still clear there's no cover for delays to connecting transport between two non UK countries, which was his flight from N to I.

Admiral was correct and reasonable to assess the claim on the basis of the cause of the claim, the delayed connecting flight, rather than on the effect of Mr A and his family being unfortunately delayed for three days.

Mr A feels very strongly that Admiral's claim decline doesn't meet his reasonable expectation of what travel insurance is designed to cover. But travel insurance doesn't cover every scenario a consumer will face. It's for insurers to decide what risks they want to insure. As Admiral doesn't want to cover delays for connecting flights between two non UK countries it needs to highlight that significant exclusion, as I've explained above I'm satisfied that it's done so.

I haven't seen any evidence to support Mr A's suggestion that Admiral acted contrary to the FCA's principles and regulatory requirements and I don't think the relevant policy terms are unfair contract terms under the Consumer Rights Act 2015.

I'm sympathetic to the situation Mr A found himself in but overall I'm satisfied Admiral fairly and reasonably declined 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 A to accept or reject my decision before 29 April 2026.

Nicola Sisk  
**Ombudsman**

