

The complaint

Mr R is unhappy that Admiral Insurance (Gibraltar) Limited hasn't accepted a claim made on his travel insurance policy.

All reference to Admiral includes its agents.

What happened

Mr R booked a trip abroad for June 2022. He says, whilst abroad, he:

- was attacked whilst out running;
- suffered injuries to his side, hip and leg;
- attended a hospital's accident and emergency department and, after an x-ray, was operated on as he'd suffered a dislocated hip. He spent around four days in hospital.

After returning to the UK, Mr R made a claim on his travel insurance, underwritten by Admiral, for his medical costs. Admiral carried out investigations into the events which Mr R says happened abroad including: attending the treating hospital and a police station, as Mr R says the attack was reported to the police.

Admiral also interviewed Mr R. As a result of the interview with Mr R, follow up investigations took place, and an investigation report was produced. The author of the report concluded that they couldn't establish a valid travel insurance claim had been made and that they'd been provided with information which suggested the claim wasn't genuine.

Considering the contents of the report, Admiral didn't accept Mr R's claim. It concluded that Mr R hadn't been able to establish a valid claim under the policy. Unhappy, Mr R complained to the Financial Ombudsman Service.

Based on the evidence obtained as part of Admiral's investigation, our investigator said that Admiral had acted fairly and reasonably. Mr R didn't agree so his complaint was passed to me to consider everything afresh and decide. I issued my provisional decision in July 2023 explaining in more detail why I wasn't intending to uphold Mr R's complaint. An extract is set out below.

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Admiral has an obligation to handle claims fairly and promptly. And it mustn't unreasonably decline a claim. It's also for Mr R to establish that he has a valid claim under the policy. The policy does provide cover for emergency medical treatment if the policyholder falls ill or is injured whilst abroad.

The policy also includes the following term (section 11 of the general conditions starting on page 19 of the terms and conditions of the policy):

“...you must give us all the information, original documents and help that we need to process your claim...”

Admiral has relied on this term when not accepting the claim. It's concluded that Mr R hasn't provided relevant evidence for it to verify the claim as it's been unable to validate the documents, he's provided to substantiate his claim and losses. As such, it doesn't have sufficient evidence to verify and accept the claim – or cover the expenses Mr R has claimed for.

Based on the totality of evidence gathered as part of the investigation, I'm satisfied that this was a fair and reasonable outcome for Admiral to reach. Before I explain why, I want to make clear that my decision is based on the investigations up until December 2022. Because that's when Admiral confirmed to Mr R that it was maintaining its position to not accept his claim.

I don't think it was unreasonable for Admiral to decline the claim because:

- The investigation report reflects that the supervisor for account management at the hospital advised that no records of Mr R's treatment could be provided – so the documents provided by Mr R in support of his claim couldn't be validated by the hospital. And that the treating doctor couldn't be identified by anybody spoken to at the hospital.
- After speaking with Mr R, as part of the investigation, and receiving further information from him, further enquiries were carried out. In particular, Mr R provided an audio clip which he says was between a member of staff at the hospital and himself. And the member of staff said they didn't recognise the name of the person who was said to be the supervisor for account management – and had previously confirmed that there was no record of Mr R having obtained treatment. However, I don't think Admiral has unreasonably relied on the conclusions of the investigation report that there was no way of verifying who Mr R was speaking to in the audio clip – which was relatively short. So, it wasn't persuasive evidence to support that the initial enquiries made at the hospital were unreliable.
- During enquiries, the investigation report reflects that the police advised that the police report provided by Mr R wasn't genuine. And that it had no records of the attack being reported.
- The outpatient first attendance card is dated 12 June 2022 – which is four days after Mr R says he first attended the hospital. It doesn't mention anything about Mr R having had surgery which made up almost half of the medical costs. Of course, this could've been an oversight by the medical team. But I think it's reasonable for Admiral to conclude that surgery is likely to be mentioned in a discharge report in order to substantiate the claim for the operation costs.
- I know Mr R has raised concerns about the accuracy of the report and whether the person undertaking the enquiries actually attended the hospital and police station. But as of December 2022, Mr R hadn't provided any further information from the treating doctor or the police to contradict the findings of the investigation report.
- Mr R has said that he was happy to have a three-way conversation with the author of the report and other relevant parties based abroad in the country he was visiting to support what he was saying. It doesn't look like that has happened. But even so, based on what I've seen, I don't think Admiral has acted unreasonably by relying on the evidence obtained as part of the investigation to conclude the claim hasn't been substantiated. Afterall, it's for Mr R to establish his losses being claimed.

Mr R has more recently provided our service with a letter he says is from the police in country he was visiting and a further letter he says is from the hospital – both dated May 2023. Mr R is free to provide these letters to Admiral along with any other documents he's obtained since December 2022 for consideration.

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I invited both parties to provide any further information for me to consider but I received no reply by the deadline set.

What I've decided – and why

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Having received no further information to consider, I'm satisfied there's no persuasive reason for me to depart from my provisional findings. So, for this reason and reasons set out in my provisional decision (which are set out above and forms part of my final decision), I don't uphold this complaint.

My final decision

I don't uphold Mr R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 14 September 2023.

David Curtis-Johnson
Ombudsman