

The complaint

Mr and Mrs P have complained that Admiral Insurance (Gibraltar) Limited ('Admiral') has unfairly declined their claim.

What happened

Mr and Mrs P have a travel insurance policy, underwritten by Admiral.

They were due to travel abroad when unfortunately Mr P's younger brother passed away in a different country. Mr P cancelled the flights he had booked and received a partial refund from the airline. He made a claim to Admiral for the remainder of his costs.

Admiral reviewed the claim and asked Mr P to provide medical evidence of his brother's condition. Mr P was unable to do this as his brother lived alone in another country and he didn't have any connections there. The GP system is also different in that country.

Mr P complained but Admiral said it needed to establish whether his late brother had any pre-existing medical conditions and needed medical evidence before assessing the claim.

Unhappy, Mr P referred his complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint but didn't think Admiral had treated Mr P unfairly as it had followed its terms and conditions.

Mr P disagreed and in summary said the policy terms meant he needed to keep medical reports handy for all his family members when he books travel which is unfeasible.

And so the case has been passed to me for a final 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.

Having done so, I don't think this complaint should be upheld. I'll explain why.

But firstly, I would like to offer my sincere condolences for Mr P's loss.

The relevant rules and industry guidelines say an insurer should handle claims promptly and fairly. And shouldn't unreasonably reject a claim.

The policy terms, under general exclusions, say:

"We will not pay any claim which is in any way caused by or resulting from...A pre-existing medical condition of a close relative...which they had at the start or renewal of your policy of when you booked a trip (whichever is later). This exclusion applies regardless of whether you were aware of the condition of (sic) not."

The same exclusion is contained under the cancellation section of the policy.

As the policy clearly says Admiral won't pay claims relating to pre-existing medical conditions of close relatives, I think it is reasonable to ask Mr P for medical evidence of his brother's condition to ascertain whether he had a pre-existing condition.

I appreciate Mr P is finding it difficult to source this evidence as his brother lived in another country but I don't think Admiral has unfairly applied this term and it has requested this evidence in line with usual practice for this sort of claim.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P and Mr P to accept or reject my decision before 15 September 2023.

Shamaila Hussain
Ombudsman