

The complaint

Mrs C complains that Admiral Insurance (Gibraltar) Limited unfairly declined her travel insurance claim.

What happened

Both parties are aware of what happened so I will only summarise events here.

Mrs C made a claim for the costs of a one night hotel stay and an eight day group-based wildlife trek on her annual multi-trip travel insurance policy with Admiral.

Mrs C had originally been due to leave the UK on 9 March 2023 and fly to a country I'll call "C" via a country I'll call "S". She would spend one night in a hotel in C on arrival, and start a wildlife trek the following day there on 10 March 2023. However, Mrs C's flight to S ended up being delayed, by just under 10 and a half hours, and so as she'd have missed her connecting flight from S to C and found it difficult to catch up with the trek once it had started, she chose to abandon her trip.

Admiral declined Mrs C's claim and said the circumstances of it weren't covered. It maintained that decline following a complaint from Mrs C too, so Mrs C brought that complaint to this service and one of our investigators looked at what had happened.

Our investigator didn't think Admiral had acted unreasonably. They thought it had declined the claim in line with the terms of Mrs C's policy, and so they did not recommend her complaint be upheld.

Mrs C disagreed with that and explained why she thought she was fully entitled to the costs claimed for. She said she was delayed by more than 24 hours for the wildlife trek itself so it should have been covered in view of the policy wording. She said Admiral had been able to write the policy in a way that allowed it to get out of paying legitimate claims, she'd bought the policy on the basis of it covering eventualities, everyone she'd spoken to couldn't believe the situation she was in, and we should have Admiral change its policies retrospectively.

So, as no agreement was reached the matter was passed 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.

Having done so, although I'm very sorry to disappoint, I don't think it was unreasonable of Admiral to decline this claim. Let me explain why.

- Admiral had a responsibility to handle Mrs C's claim both promptly and fairly, and not reject it unreasonably. The cover available was contained within the relevant policy documentation, and having considered this I note the abandonment provision was described in the policy terms and conditions as:

“Abandoned international departure (outbound journey only)

We will pay you up to the policy limits shown in your policy schedule if you decide to abandon your trip because the departure of your pre-booked aircraft, ship or train is delayed by more than 24 hours (or cancelled with no alternative transport available within 24 hours of the scheduled departure), because of strike, industrial action, adverse weather conditions or mechanical breakdown.”

- In the circumstances of this claim Mrs C’s flight wasn’t delayed by more than 24 hours. It was delayed by about 10.5 hours, which wasn’t in line with the requirements of the policy. I understand why Mrs C chose to abandon her trip, but I can’t fairly conclude that it was unreasonable of Admiral to find that the abandonment requirements hadn’t been satisfied on this occasion given the minimum time limits hadn’t been met.
- Consideration was given to whether Mrs C’s claim could be covered under the policy’s delayed departure provision too, but this section only applied where the insured had eventually gone on their trip. That didn’t apply in the circumstances of Mrs C’s claim though, and so again I can’t fairly conclude that it was unreasonable of Admiral to find that the delayed departure requirements hadn’t been satisfied on this occasion either.
- I appreciate Mrs C says she was delayed by more than 24 hours for the trek itself and should be covered in line with the wording of her policy. The word ‘trip’ is however specifically defined within this policy as meaning:

“A journey that begins and ends at your home during the period of insurance that is either within the UK where you have paid a fee to stay in pre-booked commercially-operated accommodation (more than 25 miles away from your home for more than two consecutive nights), or outside the UK.”

So the start of Mrs C’s trip wouldn’t have been when the trek in C started. Her trip was considered to begin and end at her home. And again, the word ‘home’ was specifically defined as ***“The UK address where you live permanently.”***

- I recognise that Mrs C will be disappointed by this decision and I am of course sorry to hear about the circumstances that led to her abandoning her trip. I am however unable to find that Admiral acted unreasonably in declining this claim.
- This service is unable to direct an insurer to rewrite its policies. An insurer is entitled to choose what risks it does and does not want to cover and will underwrite its policies with this in mind. I understand that Mrs C strongly disagrees with Admiral’s position, but her policy wasn’t designed to cover every eventuality and Admiral declined this claim in line with the relevant policy terms.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mrs C to accept or reject my decision before 11 January 2024.

Jade Alexander
Ombudsman