

The complaint

Miss M has complained that Admiral Insurance (Gibraltar) Limited ('Admiral') delayed in arranging her repatriation.

All references to Admiral include any agents acting on its behalf.

What happened

Miss M bought a travel insurance policy, underwritten by Admiral. Whilst she was abroad on holiday, she was unfortunately admitted to hospital for emergency treatment. She contacted Admiral for assistance and had to extend her stay until she was fit to fly.

Miss M complained to Admiral as she said it delayed in obtaining the information needed from her GP, which caused a delay to her repatriation. She paid additional accommodation costs as a result of this. The policy limit only covered up to £1,000 for additional accommodation costs.

Admiral looked into the complaint and accepted that it had delayed and offered £150 compensation. It also paid an extra £2,000 for the additional stay after she would be deemed fit to fly.

Unhappy, Miss M referred her complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint but found that the offer already made by Admiral was reasonable.

Miss M disagreed and in summary, has made the following comments:

- Each time Miss M called Admiral and mentioned the £1,000 limit, she was given the impression that her additional costs would be covered, and her case would be treated as 'exceptional' circumstances.
- The additional £2,000 Admiral offered was towards the initial accommodation costs incurred and not for the additional nights as a result of its failings.
- Admiral should have looked for alternative accommodation to the same standard they were in. Miss M's husband did look for alternative accommodation in the area, but the costs would not have been much different.
- Miss M has never been offered payment for the interest incurred on her credit card.
- Miss M doesn't believe Admiral has paid for any medical charges from the hospital and she would like evidence of payment and charges to be sent to her.

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.

- The relevant rules and industry guidelines say an insurer should handle claims promptly and fairly. And shouldn't unreasonably reject a claim.
- I have carefully considered everything Miss M has said in detail. But in my decision, I will only focus on what I consider to be key.
- Admiral has accepted that it could have acted sooner in obtaining information from Miss M's GP and also should have assisted in looking for alternative accommodation when she was forced to extend her stay. It offered £150 compensation for the distress and inconvenience caused. In addition, it has paid a total of £3,000 for Miss M's additional accommodation costs (the policy limit is £1,000). £2,000 of this reflects the extra nights following the earliest date Miss M would have been fit to fly.
- I agree that Admiral should have obtained information from Miss M's GP sooner which would have meant that she could have been repatriated sooner, when she was deemed fit to fly. As a direct consequence of this failure, Miss M had to extend her stay for a few more days at a cost of £1,771. Admiral has paid £2,000 (which is more than the loss of £1,771) on top of the policy limit for accommodation costs and so I am satisfied that Admiral has provided a reasonable remedy for its delay.
- Admiral also accepts that it should have assisted Miss M in looking for alternative accommodation and it has offered £150 compensation for failing to do this. As Miss M has accepted that the alternatives in the area would have cost the same and that she preferred to stay where she was to aid her recovery, I don't think there were any adverse consequences as a result of Admiral's failure. So I think the offer of £150 is fair. If this hasn't already been paid, Miss M should contact Admiral directly if she now wishes to accept this offer.
- Miss M says the £2,000 payment towards accommodation costs was paid for the initial part of her extended stay before Admiral caused delays. I haven't seen any evidence which suggests that Admiral agreed to pay any additional costs above the limit of the policy. I am also not satisfied that Miss M was promised that all of her additional costs would be covered. Even if she was told that her case was an exceptional circumstances case, the policy limits would apply and then Admiral would assess whether it was willing to pay more. I therefore think the additional costs paid were fair and reasonable and can't fairly ask Admiral to pay anything further outside the policy terms and limits.
- In line with the policy terms and limits, Admiral was responsible for £1,000 of any additional accommodation costs. Any costs in excess of £1,000 would be Miss M's responsibility, except for the accommodation costs incurred due to Admiral's delay (£1,771). Those are costs which I agree that Admiral should be responsible for.
- I think the overall resolution offered by Admiral is fair and reasonable in all the circumstances as it puts Miss M back in the position she would have been in had Admiral obtained information from her GP sooner. She still would have incurred significant costs for additional accommodation for her extended stay as a result of the policy limit, her medical condition and the time of year. As Miss M would always have

been responsible for additional accommodation costs, I can't ask Admiral to pay her credit card interest.

- Finally Miss M says she doesn't know whether Admiral has paid her medical costs to the hospital. This is something Admiral will do directly with the hospital and so it doesn't need to provide Miss M with information about this. If the hospital begins to chase Miss M, she should let Admiral know immediately. She may be able to raise a new complaint if she is unhappy with the way Admiral deal with that matter.

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 Miss M to accept or reject my decision before 27 December 2023.

Shamaila Hussain
Ombudsman