

## **The complaint**

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

## **What happened**

The background to this complaint is well known by both parties so I haven't set this out again in detail here. Instead I have provided a summary of what happened.

Mr B had an annual multi trip travel insurance policy with Admiral. He made a claim on it after abandoning his travel to a country I'll call "C", where he was due to take part in a group based wildlife trek.

Mr B had originally been scheduled to leave the UK on 9 March 2023 and fly to C via a country I'll call "S". On arrival in C he'd arranged to spend one night in a hotel before starting the group wildlife trek the following day on 10 March 2023. However, the flight to S ended up being delayed by just under 10 and a half hours, so Mr B chose to abandon his trip because he would have missed his connecting flight from S to C and found it difficult to catch up with the trek once it had started.

Mr B was able to recover the costs of his flight from the airline. He claimed for both the cost of the one night hotel stay and the trek on his travel insurance policy, but Admiral declined that claim and said the circumstances of it weren't covered.

Admiral maintained that decline following a complaint from Mr B too, but accepted there had been some delays and communication issues so apologised for those and paid £100 compensation.

Unhappy with what had happened Mr B brought his complaint here. He confirmed he was no longer complaining about the delays and compensation matter, but did remain dissatisfied with the declination of his claim.

Our investigator thought Admiral had declined the claim fairly so didn't recommend this complaint be upheld. Mr B disagreed and reiterated what he was claiming for. He said he was fully entitled to those costs and, as he was delayed by more than 24 hours for the trek itself, he was covered in view of the policy wording.

Mr B also said Admiral had been able to write its policy in a way that allowed it to get out of paying legitimate claims. He bought the policy on the basis of it covering eventualities. Everyone he'd spoken to couldn't believe the situation he 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.

I'm sorry to learn that Mr B was unable to take part in his trek as planned, but for the reasons I'll explain below I don't think Admiral declined his claim unreasonably:

- Admiral had a responsibility to handle claims both promptly and fairly, and to not reject them unreasonably. The cover available to Mr B was set out in the terms and conditions of his policy, and the availability of the abandonment provision was explained within these as follows:

***“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.”***

- The departure of Mr B's pre-booked flight wasn't delayed by more than 24 hours. It was delayed by just under 10.5 hours. So, although I understand why Mr B chose to abandon his trip, I don't think it was unreasonable of Admiral to find that the circumstances of this abandonment claim weren't covered under the policy.
- Admiral considered whether it would be able to cover Mr B's claim against the policy's delayed departure provision too. But as that only paid if the insured eventually went on the trip, and that wasn't what had happened here, I don't think it was unreasonable of it to find that the claim couldn't be covered under this part of the policy either.
- Mr B says the wildlife trek in C was separate from his flights to C, and as he was delayed for more than 24 hours for the trek he should be covered. Mr B also says he had to cancel his trek before he could join it and points to the policy's cancellation provision which says, *“this policy covers you if you have to cancel your trip before it starts”*. I understand the position Mr B has taken here and why he thinks the trek should be considered its own trip and subsequently covered, but the word 'trip' is specifically defined within his 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 Mr B's trip began when he left his home, and the word 'home' is defined as, *“The UK address where you live permanently.”*. It wasn't when he was due to commence his trek and for the reasons given above I don't think Admiral unreasonably declined this claim.

- Mr B has asked that we direct Admiral to retrospectively change its policies. This service is unable to direct an insurer to rewrite its policies, but 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. Mr B's strength of feeling about Admiral's position is clear, but his policy didn't provide cover for all eventualities. It was subject to a set of specific terms and conditions and here, unfortunately, the circumstances of his claim just didn't fit within those.

**My final decision**

My final decision is that I do not uphold this complaint against Admiral Insurance (Gibraltar) Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 11 January 2024.

Jade Alexander  
**Ombudsman**