

The complaint

Miss B and Mr D have complained that Admiral Insurance (Gibraltar) Limited ('Admiral') haven't reimbursed her for the calls she made to her GP.

What happened

Miss B and Mr D have a travel insurance policy underwritten by Admiral. They went abroad and made a claim but aren't happy that Admiral haven't reimbursed their telephone costs for calls which were made due to Admiral's delay in requesting a GP report.

They made a complaint about the costs of calls and other expenses but Admiral didn't respond and so the case was referred to the Financial Ombudsman Service.

Our investigator looked into the complaint and found that Admiral should reimburse the telephone call costs which wouldn't have been necessary had Admiral acted more quickly.

Admiral hasn't responded to the investigator's opinion.

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've decided to uphold this complaint and largely for the same reasons as already explained by the investigator. I should also say that my decision is limited to the complaint about the phone call costs and additional expenses incurred such as food and taxis.

- The relevant rules and industry guidelines say an insurer should handle claims promptly and fairly.
- In relation to the additional expenses incurred, Admiral had asked Miss B and Mr D to provide bank statements to show the costs incurred so that it can consider these further. I don't think this is unreasonable so Miss B and Mr D will need to provide evidence of those costs incurred to Admiral directly for it to consider.
- In relation to the telephone calls Miss B made to the GP, Admiral has previously admitted that it delayed in dealing with matters in relation to contacting the GP. Had it not delayed, Miss B wouldn't have had to contact the GP from abroad. So I would expect Admiral to put Miss B back in the position she would have been in had it acted promptly – which is that she wouldn't have incurred call charges from abroad to call the GP. I am satisfied that Admiral's delay in contacting the GP led to Miss B being out of pocket and so the fair and reasonable outcome is for Admiral to reimburse those costs, plus interest. Miss B will need to provide evidence of the call costs to Admiral including the dates of calls and confirmation of when the bill was paid, if she

hasn't already done so.

My final decision

For the reasons set out above, I uphold this complaint and direct Admiral Insurance (Gibraltar) Limited to:

- Reimburse Miss B's call costs made to the GP whilst abroad – on production of evidence from Miss B that the calls were made before Admiral requested the medical report from the GP.
- Add 8% simple interest per year on the total amount for the call costs from the date Miss B paid her phone bill, to the date of settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B and Mr D to accept or reject my decision before 29 March 2024.

Shamaila Hussain
Ombudsman