

## **The complaint**

Mr R is unhappy that Admiral Insurance (Gibraltar) Limited declined a claim he made on his travel insurance policy.

## **What happened**

Mr R was abroad and was due to return to the UK. He was travelling from a country I'll refer to as 'Country A' to another I'll refer to as Country B. He was then going to travel back to the UK from Country B. Mr R was delayed as his airport shuttle bus was approximately 30 minutes late. There were further delays at security and immigration so he missed his flight. He had to pay for another flight which cost him £566.

Admiral declined Mr R's claim because they said there was no cover under the policy terms and conditions. Mr R complained to Admiral but they maintained their decision to decline the claim was fair.

Our investigator looked into what happened and didn't uphold the complaint. She said that the policy didn't offer cover for these circumstances, although it did cover some connecting flights. She thought Admiral had acted reasonably when they declined the claim.

Mr R didn't agree and asked an ombudsman to review the complaint. He said the policy terms didn't clearly explain that connecting flights weren't covered.

In June 2024 I issued a provisional decision. It said:

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

The Insurance Product Information Document (IPID) says:

What is insured?

Missed departure: up to £500 for further travel and accommodation costs

The policy terms and conditions say on page 46:

Connections: For international trips, we will only provide cover for claims related to domestic connecting flights other public transport which take you to the point of international departure to leave or return to the UK.

And:

1. What is covered

Missed departure (outbound or return journey)

We will pay up to the policy limits shown in your policy schedule to cover reasonable expenses for additional accommodation and onward travel costs

to enable you to continue with your trip if you fail to arrive at your point of departure in time to board your prebooked aircraft, ship or train as a result of:

- failure or delays to scheduled public transport in which you are travelling. (This excludes taxis)
- an accident or breakdown of the vehicle in which you were travelling
- an accident or breakdown happening ahead of you on a motorway or dual carriageway which causes an unexpected delay
- strike, industrial action or adverse weather conditions.

On page 8 of the policy point of international departure is defined as:

The airport, port or international station from which you leave the UK (the first part of your outward journey) or the final airport, port or international station to return to the UK at the end of your trip (the last part of your return journey).

#### Have Admiral fairly declined the claim?

I don't think it was fair and reasonable for Admiral to decline the claim. I say that because:

- It's not uncommon for travel to include multiple flights and destinations within one trip. Lots of people, like Mr R, book connecting flights within countries and continents. That's not unusual and reflects how lots of people typically travel.
- I don't think the policy terms make it adequately clear and transparent that there is limited cover for connecting flights. Mr R would have had to cross reference various sections of the policy, and the IPID, to understand what was and wasn't covered. That would include looking carefully at the definition of 'point of international departure'.
- I think the term I've outlined above was a significant feature of the policy which ought to have been made prominent in the policy terms and conditions and the IPID. I think Mr R could reasonably expected the circumstances of his claim to be covered by Admiral.
- I think if the exclusion had been more prominent it's most likely Mr R would have sought alternative cover, paying for additional cover if necessary. I think it's likely Mr R would have been able to source alternative cover which met his needs.

#### **Putting things right**

I'm intending to direct Admiral to put things right by paying the claim in line with the remaining policy terms.

Mr R and Admiral accepted my provisional decision and made no further comments.

#### **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.

As both parties accepted my provisional decision there's no reason for me to reach a different conclusion. For the reasons outlined above, and in my provisional decision, I'm upholding this complaint.

### **Putting things right**

I direct Admiral to put things right by paying the claim in line with the remaining policy terms.

### **My final decision**

I'm upholding Mr R's complaint and direct Admiral Insurance (Gibraltar) Limited to put things right in the way I've outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 2 August 2024.

Anna Wilshaw  
**Ombudsman**