

## The complaint

Mr I complains Admiral Insurance (Gibraltar) Limited unfairly avoided his home insurance policy and declined a claim for a stolen watch.

## What happened

The Investigator set out his understanding of the complaint and his recommendation that it should be upheld as follows:

“Mr I had a home insurance policy with Admiral. In 2021 he made a claim for a watch which he said was stolen from his mother’s home. Admiral considered the claim and concluded, in summary, that Mr I had misrepresented the claim. It voided the policy and declined the claim. Admiral reached this conclusion for two key reasons, which I will address in turn.

### *The circumstances of the claim are inconsistent and/or otherwise concerning*

Admiral has concerns about inconsistencies in Mr I’s testimony, such as how/why the watch was at his mother’s home, where it was and how secure it was, and about who Mr I said had taken it. Admiral has concerns Mr I called it after the theft, but before he reported the theft to Admiral, with a hypothetical scenario involving a laptop which had similarities to the claim he then made for the watch. Admiral has concerns Mr I wouldn’t co-operate with the Police. While Mr I has since provided some explanation for some of the inconsistencies and for his call to Admiral, and he’s shown he did cooperative with the Police, Admiral’s concerns are understandable.

What isn’t in dispute, however, is that Mr I’s watch was stolen from his mother’s home by his brother. In these circumstances the policy does respond, albeit to a policy limit of £10,000, rather than the value of the watch. I’m not persuaded Admiral has shown Mr I made a fraudulent or exaggerated claim. Nor am I persuaded Admiral has shown Mr I’s inconsistencies/actions, while understandably concerning, made a material difference as the claim would succeed on the merits – in other words, Mr I’s representations/actions don’t impact the outcome of the claim on the facts, or the value of said claim.

### *The watch was stolen after it had been out of Mr I’s home for more than 90 days*

Admiral says the watch was kept out of Mr I’s home (the risk address) for more than 90 days. It has provided some evidence to support this conclusion. But I don’t find it’s evidence conclusive. For example, Admiral has questioned Mr I’s interactions with it about updates on the progress of renovations, but these don’t in themselves demonstrate Mr I was absent from his home for an extended period. Utility bills show limited use, but Mr I has explained why that is. And other bills show it as his address.

Mr I has refuted he was absent from his home for an extended time and has provided some evidence of his own. While there is no dispute Mr I was having renovations done to his property and that these went on for quite some time, I’m not persuaded

Admiral has shown – as it must, given the onus is on it to do so – that it's more likely than not Mr I didn't occupy the property (with his watch) for much of that time, as he says he did. Or that he was absent from the property for more than 90 days.

### *Conclusion*

I'm not satisfied it's fair and reasonable for Admiral, based on the evidence available to it now, to maintain its decision to decline Mr I's claim and avoid his policy, because I don't find either of its reasons sufficiently reasoned/evidenced. Admiral has suggested if I find in Mr I's favour it should be allowed to investigate matters further. I don't find that appropriate given Admiral has already had ample opportunity to investigate, and it wouldn't be fair and reasonable for Mr I to have to engage with this matter further now.

### *Recommendations*

- I find to resolve this complaint Admiral should pay Mr I's claim up to the policy limit (£10,000). Admiral should also remove any internal or external records of the voidance.
- I don't find Admiral should pay Mr I any compensation or compensatory interest. This is because Admiral had understandable concerns based on Mr I's inconstancies/actions. The root cause of how long and convoluted this matter has become stems from Mr I."

Admiral didn't accept the Investigator's recommendation and asked for an Ombudsman to make a formal determination. It didn't provide any further evidence or arguments.

Mr I broadly accepted the Investigator's recommendation but wanted Admiral to contact the watch manufacturer to arrange for a replacement watch, and to pay the full replacement cost, which he said was about £14,500. The Investigator told Mr I a policy limit of £10,000 applied so he wouldn't be recommending Admiral do this.

As an agreement couldn't be reached the complaint has been passed to me for a formal determination.

### **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 agree with the outcome the Investigator reached, and his reasons for it. It follows I uphold this complaint.

Mr I's policy has an endorsement for when single items – such as watch – are stolen in circumstances such as these, which limits the settlement to £10,000. For the same reasons as the Investigator, I'm not requiring Admiral to pay more than this.

### **My final decision**

I uphold this complaint and require Admiral Insurance (Gibraltar) Limited to:

- pay Mr I's claim up to the policy limit (£10,000) and
- remove any internal or external records of the voidance.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr I to accept or reject my decision before 6 March 2024.

James Langford  
**Ombudsman**