

The complaint

Mr M complains about Admiral Insurance (Gibraltar) Limited's (Admiral) claim handling and delays after he made a claim under his contents insurance policy.

What happened

Mr M rented a flat and had a contents insurance policy with Admiral. In November 2022, whilst Mr M was away, the property was broken into, and items were taken. This was caught on camera by Mr M and the Police were contacted, along with Admiral to make a claim.

Admiral said that they needed the Police report in order to proceed and validate the claim. But as the Police were still investigating, despite Admiral chasing them, they were unable to provide the report whilst the investigation was still ongoing.

Mr M complained about the time it was taking for Admiral to deal with his claim, and that they hadn't covered the securing of the door or replacement locks. Admiral apologised for the time things were taking but also said they were awaiting the report from the Police. Admiral also said the doors and locks wouldn't be covered under Mr M's policy.

As Mr M remained unhappy, he approached the Financial Ombudsman Service.

One of our investigators looked into things but he didn't uphold the complaint. He issued his assessment on 18 July 2023. In this, he said that at that point Admiral were still waiting on the Police report and had been chasing this, so the delay wasn't their fault. He also said that the locks and doors weren't covered under Mr M's contents insurance policy.

Mr M didn't agree so the case was 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.

When reaching my final decision on this complaint, I'm only considering the period up to when our investigator issued his assessment on the case – 18 July 2023. If Mr M remains unhappy with Admiral's handling of the claim since then, such as further delays, or if a claim decision has now been reached which he's unhappy with, he'd need to raise that as a new separate complaint with Admiral in the first instance.

Whilst I appreciate it will come as a disappointment to Mr M, for the period I'm considering (up to 18 July 2023), I've reached the same overall outcome as our investigator.

In order to validate and progress Mr M's claim, Admiral required the Police report. As the Police investigations were ongoing (during the period I'm considering), the Police were unable to provide this to Admiral. I do appreciate Mr M was unhappy with this, but Admiral was reliant on them providing the report and chased them for it. I recognise, as Mr M has said, his policy doesn't specifically outline a Police report as a requirement to have a claim

accepted, but Admiral is able to ask for any information it needs to process and validate a claim.

Therefore, as Admiral required the Police report in order to progress things, they chased this with the Police, but the Police were unable to provide it at that stage, I don't think Admiral acted unfairly by not moving things forward and I can't hold them responsible for the delay.

As outlined above, if Mr M is unhappy with what has happened since 18 July 2023, such as any further delays, or if a claim decision has been reached and he's unhappy with it, then Mr M would need to raise that as a new complaint with Admiral in the first instance, before referring that new complaint to this service subject to our usual rules and timescales.

Mr M has also said Admiral should cover the cost of securing the door and the new lock following the break in and theft. However, Admiral has said this isn't covered.

Mr M's policy is contents only, and the door itself would form part of the buildings. The contents policy does include some cover for locks and keys:

"Replacing and installing locks and keys to:

- *the external doors of your home, and*
- *safes in your home*

If the keys are lost or stolen."

However, as can be seen, this covers when the keys are lost or stolen. And the locks didn't need replacing for that reason, so that cover doesn't apply here. This section of the policy also excludes:

"Claims covered by a separate buildings policy you have to cover theft or loss of keys."

Mr M only has a contents policy (which doesn't cover the locks) and he is a tenant, and the doors would be buildings rather than contents, so he may wish to explore whether there is any cover under his landlord's/the buildings insurance cover for the property instead. But I'm satisfied it's not something covered by his contents insurance policy.

Mr M unfortunately doesn't have the optional home emergency cover either, which provides some additional cover for doors and locks if the property is unsecure.

So based on what I've seen, I don't think Admiral has acted unfairly by not covering the replacement locks or securing the door.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 30 April 2024.

Callum Milne
Ombudsman