

The complaint

Mr O complains that Admiral Insurance (Gibraltar) Limited (“Admiral”) declined his claim for the theft of a watch, jewellery, and clothing, under his home contents insurance policy.

All references to Admiral include its agents and contractors.

What happened

Mr O was attending a wedding. He’d put a watch, jewellery, and some clothing in bag. He says the bag was left in the guardianship of his family. More specifically with his nieces and nephews. Within ten minutes of moving away from the bag Mr O says he noticed it was missing.

Mr O made a claim to Admiral, which it declined. Mr O says this is unfair as his belongings were left with his family.

In its final complaint response Admiral refers to page 32 of Mr O’s policy booklet. It says for a loss to be covered, items must be in his possession or left in a secure place. Admiral says the bag containing the lost items was left. This wasn’t on Mr O’s physical person, and he couldn’t see it. It says this is classed as the items being left unattended. Admiral says it investigated Mr O’s claim correctly and didn’t think the time taken was unreasonable.

Mr O didn’t think Admiral had treated him fairly and referred the matter to our service. Our investigator didn’t uphold his complaint. He says the evidence indicates Mr O’s bag wasn’t in his possession, in a secure place, or left in someone’s care when it was taken. Because of this he didn’t think Admiral had behaved unfairly when declining his claim.

Mr O didn’t accept our investigator’s findings and asked for an ombudsman to consider his complaint.

It has been 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.

Having done so I’m not upholding Mr O’s complaint. I’m sorry to disappoint him but I’ll explain why I think my decision is fair.

In its decline letter Admiral refers to the following policy term:

“What is not covered

Loss of or damage to items that are not with you or your family at the time of the loss or damage (for example, items that are not being worn or carried, or are not within reach, of you or your family).”

In its final complaint response Admiral refers to a different term to support its decline decision. This says:

“What is not covered

Loss or damage caused by theft or attempted theft, unless you have the items in your possession. or have left them in a secure place. By secure place we mean that your belongings are locked in your room or other security facility such as, but not limited to, a safe or a secure room.”

I’ve thought carefully about whether Admiral has applied these terms fairly when declining Mr O’s claim.

I’ve listened to the call Mr O had with Admiral’s investigator. He was asked to explain what happened. He told the investigator the items were placed in a travel bag on the table where he was sitting. He then left the bag on the table while he went to serve some of his guests. Mr O says that within two minutes the bag went missing.

Based on this information Mr O wasn’t in possession of the bag when it was taken. I don’t reasonably think leaving the bag on top of a table can be considered a secure place, in line with the policy terms. So, I don’t think Mr O complied with his policy terms here.

In his submission to our service Mr O says he left the bag with his niece. More specifically he says he handed it over to his niece for her to look after. I’ve thought about whether this meets with the policy requirement of the bag being with Mr O’s family or within reach of his family. But I don’t think it can apply here based on the information Mr O gave to Admiral’s investigator.

During the call I’ve listened to Mr O says he left the bag on top of a table. He repeats this later in the call. There was no mention of the bag being left with a niece or anyone else. If Mr O had left his bag with his niece it’s not clear why he told Admiral’s investigator that he’d left it on a table when he went to serve other guests. I don’t think it’s unreasonable for Admiral to rely on the information Mr O provided during this call. Based on this he left the bag unattended, which is when it was taken. Admiral’s policy terms are clear that cover isn’t provided in these circumstances.

From the claim records Admiral had concerns about Mr O’s claim from an early stage. It’s reasonable for it to have time to validate the circumstances of the claim and consider whether Mr O’s loss was covered. From first reporting the loss to the claim being declined took around six weeks. In the circumstances I don’t think this was excessive.

Having considered all of this I don’t think Admiral treated Mr O unfairly in the action it took to validate his claim or in its decision not to cover his loss. So, I can’t reasonably ask it to do anymore.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr O to accept or reject my decision before 28 November 2024.

Mike Waldron
Ombudsman