

The complaint

Mr T complains about how Admiral Insurance (Gibraltar) Limited handled a claim made on his contents insurance policy.

What happened

Mr T was abroad staying in an apartment. He was packing the car ready to return to the UK. His wife had been leaving their bags on the top of the staircase while Mr T was loading them into the car. Most of the luggage had been taken out - including a backpack with around £6,000 of photographic equipment in it - when his wife called him into the apartment to help her with some heavier luggage.

The backpack was left on the external staircase while Mr T helped his wife. He says, in the heat of the moment, and being angry, as his wife kept on delaying, he totally forgot about the backpack when he went out and carried on loading the car. When he got to the UK and went to unpack, he realised the backpack was missing. Mr T says he suspects someone was passing while he was inside, picked the backpack up and ran away.

Mr T's claim on his contents insurance policy for the backpack and items in it was declined. He complained to Admiral about this, but it didn't change the claims decision. Mr T brought his complaint to this Service for an independent review. He says Admiral's decision is unjust and based on an unreasonable interpretation of the policy terms.

An Investigator reviewed matters and didn't uphold Mr T's complaint. He thought Admiral had acted fairly and reasonably in declining the claim based on the policy terms. Mr T didn't accept the Investigators view. He says this is an accidental loss and it's not fair for the insurer to hide behind big words. The Investigator explained these points didn't change his view. As Mr T didn't agree, the matter was passed to me for a 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.

I recognise I've summarised this complaint in less detail than the parties using my own words. No discourtesy is intended by this. I've focussed on what I think are the key issues here. Our rules allow me to do this, and it reflects the informal nature of our service. I've carefully considered all the submissions made before arriving at my decision and I'm satisfied I don't need to comment on every individual argument to be able to reach what I consider to be a fair outcome. Having done so, I'm not upholding this complaint.

My role here is to decide whether it's more likely Admiral appropriately applied the policy terms and conditions when reaching its decision to decline Mr T's claim and whether it has done so in a fair and reasonable way. Based on what I've seen, I'm satisfied it has.

The starting point of any claim made under an insurance policy is the contract between the customer and the insurer - the policy document. Mr T's policy gives him up to £5,000 worth

of cover for possessions away from the home apart from in certain situations. Under the heading '*What is not covered*' it says the below.

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

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.'

Admiral referred to these terms when it declined Mr T's claim. It explained Mr T left his bag unattended, he couldn't see it and gave an opportunity for it to be taken. So, I've thought carefully about whether Admiral applied these terms appropriately when declining the claim.

Mr T says the backpack was left on top of some luggage, in an external staircase. He says it was unattended and out of sight for no more than five minutes. So, when the backpack was taken, Mr T wasn't with it, nor did he have it in reach or in his possession. And I don't agree leaving a backpack unattended on an external staircase can reasonably be considered to be a secure place, as set out in the policy terms. In light of this, Mr T didn't comply with the policy terms. And Admiral's terms are clear - cover isn't provided in these circumstances.

I recognise Mr T says this situation is unfair and it's not reasonable to expect every single item is always physically on you, particularly when involved in an activity like loading a car. But this isn't what the policy terms say. The purpose behind terms like those set out above - found in most other similar policies - is to make sure the person who is insured is acting in a way which reduces the risk of theft occurring, as though they're uninsured. I don't consider this to be unusual or unfair. So, taking everything into account, I'm satisfied Admiral acted fairly and reasonably in applying the terms of Mr T's policy when it declined his claim.

Mr T is without the belongings that were stolen, and I sympathise with him - it's distressing to be the victim of theft. I also recognise he'll be disappointed with this outcome. But my decision ends what we - in trying to resolve his dispute with Admiral - can do for him.

My final decision

For the reasons set out above, my final decision is I don't uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 3 March 2025.

Rebecca Ellis
Ombudsman