

The complaint

Mrs D and Mr D complain Admiral Insurance (Gibraltar) Limited (Admiral) have declined the claim they made under their home insurance policy.

As Mrs D has been leading in this complaint, and for ease, I've referred to her throughout.

What happened

The details of this complaint will be well known to both parties and so I've summarised events. In February 2024 Mrs D reported a claim to Admiral as her laptop had gone missing. She explained building work had been taking place in her home since October 2022 and in May 2023 she noticed she hadn't seen the laptop for some time. She said she searched for the laptop over the coming months but was unable to find it. She suspected it could have been stolen by the workmen carrying out the building work to her property and so reported an incident to the police in November 2023.

Admiral declined Mrs D's claim. It said her policy didn't cover theft by someone lawfully in Mrs D's property unless force and violence was used to enter the home. It said it was unable to consider Mrs D's claim under loss of personal possessions as the claim hadn't been reported to Admiral within 48 hours as required by the policy. Mrs D didn't think this was reasonable and so raised a complaint.

On 29 February 2024 Admiral issued Mrs D with a final response to her complaint. It said the theft of her laptop wasn't covered under the terms of the policy for the reason it explained previously. It said as Mrs D couldn't say where the laptop was lost, or when the loss occurred, it wouldn't be able to consider Mrs D's claim under the accidental loss section of her policy. Mrs D referred her complaint to this Service.

Our investigator looked into things. He said he thought it was reasonable for Admiral to decline Mrs D's claim for theft as the policy didn't cover theft by someone lawfully in the property unless force and violence was used. He said he didn't think Admiral needed to consider the claim as an accidental loss as Mrs D had reported the incident as a theft and the events were unclear. He said he thought Admiral's communication was misleading but this didn't impact the outcome of the claim.

Mrs D didn't agree with our investigator. She said Admiral had told her to submit a claim for the loss of the laptop as it sounded as though the laptop had been lost. She said she reported the claim to Admiral as soon as she was certain the laptop couldn't be found and the policy terms required her to report the loss to the police.

As Mrs D didn't agree with our investigator, the complaint 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.

I want to acknowledge I've summarised Mrs D's complaint in less detail than she's presented it. I've not commented on every point she has raised, instead I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mrs D and Admiral I've read and considered everything that's been provided.

The relevant rules and industry guidance explain Admiral shouldn't unreasonably reject a claim.

Admiral have said it declined Mrs D's claim for the theft of her laptop as it has said the circumstances aren't covered under the terms of her policy. I can see from the terms of Mrs D's policy, her contents are covered for theft and attempted theft. However, the policy terms state:

'What is not covered

*Loss or damage caused by **you** or **your family**, domestic staff, lodgers, paying guests, tenants or any other person lawfully in **your home**, including through a dedicated home-sharing website, unless force and violence was used to enter **your home**.'*

Mrs D has said her laptop may have been stolen by one of the workmen carrying out work to the property. If this is the case, there hasn't been any suggestion the workmen were in Mrs D's property unlawfully, nor that force and violence had been used to enter her home. If Mrs D's laptop has been stolen in the way she has suggested it may have been, the terms of her policy don't cover this circumstance. Therefore, I think Admiral have acted reasonably by declining Mrs D's claim for the theft of her laptop.

Mrs D has said she isn't certain the laptop has been stolen, and it may be lost. Admiral originally said as Mrs D hadn't reported her claim within 48 hours of the loss it wouldn't be able to consider her claim. However, I understand it is no longer relying on this to decline Mrs D's claim. Instead, Admiral have said as Mrs D is unable to say how the loss has taken place, or when the loss happened, it can't consider her claim under the accidental loss section of her policy.

Mrs D hasn't been able to say how the loss of her laptop has occurred. She has said it may have been stolen, but she doesn't know this for certain. She has also said lots of her items were being moved around when building work was taking place and so it's a likely possibility the laptop was lost in transit.

The policy Mrs D holds with Admiral doesn't cover every eventuality or circumstance. As explained previously, if the laptop has been stolen, this wouldn't be covered under the terms of the policy. Similarly, Mrs D's policy has terms around loss away from home which may apply if the item was lost whilst in transit, or whilst at another address. As Mrs D has been unable to be specific about how the loss occurred, or when the loss likely took place, Admiral aren't able to confirm whether or not the circumstance Mrs D is claiming for is or isn't covered under the terms of the policy. I don't consider it would be reasonable to require Admiral to accept a claim if the circumstances of the loss are too vague to allow it to appropriately consider whether it is covered. Therefore, I think Admiral have acted reasonably when it declined to cover Mrs D's claim.

Mrs D has been frustrated with Admiral providing different reasons why her claim was declined. Whilst Admiral have been consistent about why it has declined the claim for the potential theft of Mrs D's laptop, I think it has given different reasons why it declined to cover the claim under the accidental loss section of the policy. Whilst I can appreciate this has caused Mrs D some frustration, ultimately I don't think Mrs D has been caused a detriment

as Admiral have been consistent that Mrs D's claim would be declined, and for the reasons I've explained, I think it was fair for them decline it.

I naturally empathise with Mrs D in the circumstance, however for the reasons I've explained I don't require Admiral to do anything further in relation to her complaint.

My final decision

For the reasons I've set out above, I don't uphold Mrs D and Mr D's complaint about Admiral Insurance (Gibraltar) Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D and Mr D to accept or reject my decision before 29 April 2025.

Andrew Clarke
Ombudsman