

## **The complaint**

Mr L complains about Admiral Insurance (Gibraltar) Limited (“AIL”) and their decision to close his claim after being unable to arrange a video/in person interview as part of their claim validation process.

## **What happened**

The claim and complaint circumstances are well known to both parties. So, I don’t intend to list them chronologically in detail. But to summarise, Mr L held a home insurance policy, underwritten by AIL, when his possessions were stolen by a fraudulent removal firm posing as another company. So, he contacted AIL to make a claim.

Initially, AIL declined this claim relying on a deception exclusion. But under a separate reference with our service, AIL agreed to overturn this decision and continue to validate the claim against the remaining policy terms. As part of this validation process, AIL requested a third-party company, who I’ll refer to as “Q”, conduct an in-person interview with Mr L. But Mr L explained he had temporarily moved abroad and so this was no longer possible.

AIL provided Mr L, through Q, a list of alternative options to facilitate this interview. In summary, they offered to conduct the interview by video call or in person in the country Mr L was residing, at a time convenient to Mr L with an interpreter/representative to attend alongside him. But Mr L was unhappy with this, so he raised a complaint.

Mr L explained why he wished for communication to be held by email only, due to his location, work commitments, the need to care for his pregnant wife and the fact he was a non-native English speaker. And he felt by AIL refusing to do this, they were purposefully delaying the claim and treating him unfairly, considering GDPR rules and FCA legislation.

AIL responded to the complaint and upheld it in part. They agreed they had failed to respond to an email Mr L sent within a reasonable time frame and paid him a total of £100 to compensate him for this, and a delay in their complaint response. But they set out why they felt their request for a direct interview, in person or over video call, was a fair one. And they explained this would be recorded to comply with GDPR. So, they didn’t think they were unfair to close the claim, or that they had delayed the claim, considering Mr L’s responsibility to co-operate with their investigation, as set out within the policy terms and conditions. Mr L remained unhappy with this response, so he referred his complaint to us.

Our investigator looked into the complaint and didn’t uphold it, explaining why over two separate outcomes. Both parties have had sight of these and so, I don’t intend to recount them in detail.

But to summarise, our investigator focused on the complaint point that remained in dispute, which centred around AIL’s request for an interview as part of the claim validation. And they set out why they felt AIL had acted fairly, taking into consideration GDPR, FCA legislation and the Equality Act 2010, when offering Mr L an array of options for how this interview could be conducted. So, they didn’t think AIL needed to do anything more.

Mr L didn't agree, providing several comments and representations setting out why. These included, and are not limited to, Mr L's belief that AIL's refusal to validate his claim through e-mail correspondence or allowing a representative to be interviewed in the UK on his behalf, failed to act within his rights under GDPR, FCA legislation and the Equality Act 2010. Mr L requested that AIL justify why an interview of this nature was necessary, explaining if this was received, he would be willing to cooperate. But reiterated why he felt this justification hadn't been supplied to date. As Mr L didn't agree, the complaint has been 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.

Having done so, I'm not upholding the complaint for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

Before explaining why I've reached this decision, I feel it's important to set out what I've been able to consider, and how. I want to be clear that my decision focuses on the crux of Mr L's complaint that remains in dispute. In this situation, I'm satisfied that centres around AIL's request for an in-person or telephone/video interview. So, this is what my decision will consider.

And when doing so, while I'm able to take into consideration relevant law and legislation such as GDPR and the Equality Act 2010, I must clear that I'm unable to make a finding on whether these have been breached. This is because our service is an informal alternative to the courts and so, we don't have the power to make legal determinations. If Mr L wants a decision that AIL has breached the Equality Act 2010, then he may be able to go to court.

Instead, I have taken these into consideration, alongside relevant FCA legislation and our services approach, to decide whether AIL have acted fairly and reasonably when continuing to request an interview held in the ways they have proposed. Having done so, I'm satisfied they have, and I'll explain why.

When considering whether a business such as AIL have acted fairly, part of this consideration revolves around whether they acted within the policy terms and conditions they provide. In this situation, I note AIL have declined Mr L's claim as they feel they have been unable to validate his claim.

I've reviewed the policy terms and conditions. These explain the conditions Mr L must abide by which include, under the claim procedure section, that Mr L must *"co-operate with our investigation"*. The policy also explains within the general conditions section that *"The cover in this policy is valid as long as: you and your family have kept to all the terms and conditions of the policy"*.

In this situation, I'm satisfied AIL made it reasonably clear they needed to conduct an interview with Mr L, either in person or over the phone/video call. And from the evidence available to me, I'm satisfied Mr L has failed to agree to this request.

So, under a strict application of the policy terms and conditions, I'm satisfied AIL were able to decline the claim.

But crucially, I must also be satisfied AIL acted fairly when reaching this decision. And I recognise this is the main point in contention, as Mr L doesn't believe AIL's request was a fair one. And he's sought additional clarification and explanation on why an interview in this way is required.

When a claim is made on a policy, insurers such as AIL have a right to take necessary steps to validate it. And there is no set requirements or guidance on what these steps should be. So, AIL are entitled to decide what checks they feel are required, based on the individual circumstances of that claim and I'm unable to tell them what they should, and shouldn't, do.

But what I can consider is whether I'm satisfied the decision they made was fair. And in this situation, I'm satisfied AIL's request for a direct interview with Mr L, be that in person or by video call, was a fair one, considering the circumstances of Mr L's claim. The purposes of these interviews are for a reactive conversation to be held, where questions can be asked based on the answers Mr L provides. And I must consider the fact a request for a direct interview is a regular and standard industry request in the validation of insurance claims.

So, because of this, I can understand why AIL felt a direct conversation with Mr L was required, rather than through an appointed representative, as I'm not satisfied this could have been achieved without Mr L present.

And while I note Mr L felt an email conversation would suffice, I'm not persuaded AIL were unfair to refuse this request, considering the difficulty holding an email conversation, over different time zones, would pose when trying to obtain the relevant information and answers they felt they required.

But I note Mr L has referred to several laws and legislation, ranging from GDPR to the Equality Act 2010 in support of his position, setting out why he feels AIL had treated him unfairly. And again, I want to confirm I've considered these, but I won't be making a finding on whether they have been breached as I'm unable to do so.

I can see in reply to Mr L's concerns about GDPR, they confirmed any interview would be recorded to ensure they met transparency requirements. And I'm satisfied this is a reasonable response, that shows AIL thought about Mr L's objections and acted appropriately.

The same can be said for Mr L's concerns about how he has been treated, considering the Equality Act 2010. I've seen that following Mr L's pushback, AIL offered a variety of different options for Mr L to choose from, to allow an interview to take place. I've outlined these below for clarity:

- A video call to be held at a time convenient to Mr L, considering the time zone difference, with an interpreter/representative to be made available; and
- An investigator from Q to travel to Mr L's location abroad to conduct a face to face interview at a time convenient to Mr L, again with the appropriate representation arranged.

Mr L has set out why he feels these adjustments failed to take into consideration his personal situation. Namely, his working pattern, his abroad location and time zone, his caring responsibilities for his pregnant wife and the fact he is a non-native speaker.

But having considered the options proposed by AIL, I'm satisfied that they are both fair and

reasonable, that fairly take into consideration Mr L's circumstances outlined above and are reasonable to ensure he is treated fairly and with the same opportunity as another customer in the same situation.

So, I'm not persuaded that AIL's request is an example of Mr L being treated unfairly, considering all the laws and legislation arguments he's put forward, even if I haven't spoken to them directly. And because of this, as Mr L has to this date not agreed to any of the options AIL have put forward, I'm unable to say AIL made an error when validating, and declining, the claim that leads me to say they should take any further action, on top of what they have already done. And as it was Mr Ls' decision to refuse the options put forward to him, which I'm satisfied were fair and reasonable, it follows that I'm unable to agree AIL were responsible for the delays in the claim process.

While the claim has been with our service, AIL have confirmed the options they have proposed remain on the table for Mr L to accept. Should Mr L wish to continue with one of the options AIL have outlined to allow the interview to take place, he should contact AIL directly to confirm and arrange this. I would then expect AIL to continue with their validation processes should Mr L decide to do so.

### **My final decision**

For the reasons outlined above, I don't uphold Mr L's complaint about Admiral Insurance (Gibraltar) Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 4 August 2025.

Josh Haskey  
**Ombudsman**