DRN-5786658

The complaint

Miss R complains because Admiral Insurance (Gibraltar) Limited hasn't paid the full amount of a claim under her travel insurance policy.

Miss R's representative has brought this complaint to us on her behalf. For ease, I shall refer only to Miss R throughout this decision, but all references to Miss R's submissions include those of her representative.

What happened

Miss R held a travel insurance policy, provided by Admiral.

Unfortunately, while travelling abroad, Miss R was robbed. She reported to the police that her bag had been stolen along with a mobile phone, her passport, cash, credit cards and keys to her flat.

Miss R subsequently made a claim with Admiral for additional transport and emergency travel documentation costs, as well as the items listed above. Miss R also claimed for other stolen items which included air pods, a wallet, a bracelet, sunglasses, perfume, a passport holder and make-up.

Admiral paid some of the claim but didn't pay for items including the bag, wallet, bracelet, sunglasses, perfume, passport holder and make-up. Admiral said this was because the items weren't listed on the police report and/or Miss R didn't have receipts for them.

Unhappy, Miss R complained to Admiral before bringing the matter to the attention of our service. One of our investigators looked into what had happened and said he thought it would be fair and reasonable for Admiral to cover the cost of the bag and the bracelet. Miss R didn't agree with our Investigator's opinion and Admiral only agreed in part, saying it would pay for the cost of the bag. As no resolution was reached, the complaint was referred to me.

I made my provisional decision about Miss R's complaint in August 2025. In it, I said:

'I'm really sorry to hear about what happened to Miss R while she was abroad. The circumstances surrounding this claim sound very traumatic, and I wish Miss R well for the future.

When making this provisional decision, I've taken into account industry rules which say insurers must handle claims fairly and shouldn't unreasonably reject a claim. My overriding remit under the rules which govern our Service is to make an independent and impartial decision which I think is fair and reasonable to both parties to the complaint.

The terms and conditions of Miss R's policy, which set out the contract between her and Admiral, say all stolen personal belongings must be listed on a police report and that receipts are required for all items being claimed for. This means the remaining items which Miss R is claiming for aren't covered under the terms and conditions of her policy.

However, I'm not obliged to apply a strict interpretation of the policy terms and conditions if I don't think this leads to a fair and reasonable outcome for both parties. With that in mind, I currently intend to uphold Miss R's complaint in part, and I'll explain why.

I appreciate there was a language barrier when Miss R was speaking to the police abroad and she was suffering the after-effects of the frightening experience she'd just been through. I also understand Miss R's primary focus was on making arrangements to obtain new travel documents, but it wouldn't be fair or reasonable to require Admiral to pay a claim for a valuable item such as a bracelet when Miss R has provided no proof of loss (because the item isn't mentioned on the police report) or proof of ownership (such as a receipt, a box, or a photograph) for the item. While I acknowledge Miss R was likely in shock, I think it's reasonable to expect that a policyholder would mention jewellery being pulled off their wrist to the police and I'd expect a policyholder to be able to provide some proof of ownership for an item like this, so I don't think Admiral has acted unfairly or unreasonably by refusing to pay for the bracelet.

While I fully appreciate Miss R had a terrible experience and was travelling alone when her belongings were stolen, an insurer is entitled to make reasonable enquiries into a claim and obtain reasonable evidence before accepting cover. Our Service wouldn't generally consider that it's fair or reasonable to expect a policyholder to provide receipts for each and every item claimed for, but Miss R would need to provide proof of loss and/or proof of ownership for at least some of the outstanding items being claimed for before I could fairly consider directing Admiral to pay the entirety of her outstanding claim. It's simply not fair or reasonable to expect Admiral to pay for all the contents which Miss R says were in her bag or on her person without any supporting evidence at all of what is being claimed for. The fact that Miss R may not have been given an opportunity to check the content of the police report doesn't mean it would be fair and reasonable for Admiral to accept the outstanding claim regardless.

However, Admiral has accepted that Miss R lost money and travel documents. These items would likely have been carried in a bag, and the fact that thieves took Miss R's bag is mentioned on the police report. So, I think it would fair and reasonable in the circumstances for Admiral to pay the claim for the bag, as it has now offered to do. I think it's also reasonable to assume that Miss R would have had a wallet in the bag in which the money and cards would have been stored. So, I think it would be fair and reasonable for Admiral to now accept Miss R's claim for both the bag and the wallet. This is subject to the remaining policy terms and conditions (including those relating to a wear and tear deduction). If there is any subsequent dispute about the amount of the claim to be paid to Miss R, then she would need to complain to Admiral about this in the first instance before our service would have the power to consider the matter. If Admiral requires any reasonable additional information from Miss R before paying for these items then it's entitled to request this, and if Miss R wants these items paid for then I'd expect her to co-operate with any reasonable queries which Admiral has about issues such as the age of these items.

But, in circumstances where Miss R has no proof of loss or proof of ownership for any of the outstanding items being claimed for, I don't think it would be fair or reasonable to require Admiral to pay for any of the other contents of Miss R's bag such as the sunglasses, perfume, passport holder or make-up. The fact that there may have been other contents in the bag which Miss R didn't claim for doesn't change my provisional findings on this point.

I appreciate Miss R will likely be disappointed with my provisional decision, but I'm satisfied it represents a fair and reasonable outcome for both parties in these circumstances.

As a final point, Miss R has also mentioned that Admiral turned down her curtailment claim. The curtailment section of the policy covers unused, irrecoverable accommodation and *transport costs. I understand there were no pre-booked/pre-paid unused accommodation or transport costs in this case, so there would be nothing for Admiral to pay for.'*

Admiral accepted my provisional decision. Miss R didn't. She provided some further details about the bracelet being claimed for, and said Admiral was provided with a receipt for the sunglasses. Miss R said she doesn't consider it fair or reasonable to expect receipts to be provided for normal, everyday items found in a handbag such as perfume and make-up which have been accumulated over time. In conclusion, Miss R said she feels she is being penalised for something out of her control.

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've carefully thought about everything Miss R has said in response to my provisional decision. I accept that, as a result of the terrifying incident she endured, she didn't notice the bracelet was missing until after her visit to the police station. I also understand the bracelet was bought some years ago and had charms attached which were mostly gifts purchased for Miss R. I've also taken into account Miss R's comments about the handbag contents.

I'm sorry Miss R feels she is being penalised for something outside of her control, but I must reach a decision which is also fair to Admiral. It's just not reasonable to expect an insurer to pay a claim for a valuable item such as jewellery without some evidence of loss and/or ownership. The sunglasses being claimed for also fall under the policy definition of 'valuables' and also aren't mentioned on the police report. The receipt provided for the sunglasses wasn't in Miss R's own name without any explanation as to why this was the case. And, while I accept it's not generally fair or reasonable to expect a policyholder to provide receipts for every item in a handbag, I wouldn't expect an insurer to just take the policyholder's word and pay for everything that has been claimed for as stolen without supporting evidence relating to at least some of the items. Miss R has provided what I think is extremely limited evidence in this case. While I accept this may be out of her control, it is also out of Admiral's control so I don't think it would be fair or reasonable in the circumstances to direct it to pay for anything more than Miss R's bag and wallet.

For these reasons, as well as the reasons set out in my provisional decision, my findings remain unchanged.

Putting things right

Admiral Insurance (Gibraltar) Limited needs to put things right by accepting Miss R's claim for her bag and wallet and adding interest at 8% simple per annum from one month after the claim was made until the date the settlement is paid.

My final decision

I'm upholding Miss R's complaint about Admiral Insurance (Gibraltar) Limited in part, and I direct it to put things right in the way I've outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 29 September 2025.

Leah Nagle
Ombudsman