

The complaint

Mr and Mrs M have complained that Admiral Insurance (Gibraltar) Limited (“Admiral”) unfairly declined a claim for a lost camera.

What happened

Mr and Mrs M held a home insurance policy with Admiral which covered them for loss or damage following various incidents, such as fire or theft.

In May 2025 they made a claim for a camera they lost while they were out. They said they’d set the camera on a wall whilst gathering their things, and that it had been carried up until that point. They said they then left the area, and when they returned 30 minutes later, the camera was gone.

Admiral declined the claim. It said the policy specifically excluded cover for items that weren’t with the policyholder or their family at the time of loss. Mr and Mrs M complained. They said they felt they’d paid for insurance that they didn’t get and they’d lost faith in Admiral’s services.

In its response to their complaint, Admiral maintained its position regarding the claim, saying items left unattended weren’t covered under the terms of the policy. Mr and Mrs M didn’t accept Admiral’s response, so they referred their complaint to the Financial Ombudsman Service for an independent review. In their complaint form, they said they’d given their best guess, but couldn’t be sure of when they lost it.

Our investigator considered the complaint, but didn’t think it should be upheld. She told the parties she didn’t think Admiral had applied the exclusion unfairly or acted outside the terms of its policy. As Mr and Mrs M didn’t agree with our investigator, the complaint was referred to me for an Ombudsman’s 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.

As this is an informal service, I’m not going to respond here to every point raised or comment on every piece of evidence Mr and Mrs M and Admiral have provided. Instead, I’ve focused on those I consider to be key or central to the issue in dispute. But I would like to reassure both parties that I have considered everything submitted. And having done so, I’m not upholding this complaint. I’ll explain why.

The insurance industry regulator, the Financial Conduct Authority (FCA), has set out rules and guidance about how insurers should handle claims. These are contained in the ‘Insurance: Conduct of Business Sourcebook’ (ICOBS). ICOBS 8.1 says an insurer must handle claims promptly and fairly; provide reasonable guidance to help a policyholder make a claim and give appropriate information on its progress; and not unreasonably reject a claim. I’ve kept this in mind while considering this complaint together with what I consider to

be fair and reasonable in all the circumstances.

I've checked the terms and conditions of the policy and these say the following, in the "Personal possessions" and "Specified items" section:

"What is not covered

The exclusions below apply to the whole of this section.

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)."

This means that an item left unattended wouldn't be covered. I don't think this is particularly unusual, as insurance policies aren't designed to cover every eventuality or situation. An insurer will decide the level of risk it's willing to cover and set this out in the terms and conditions of the policy. The test then is whether the claim falls under one of the agreed areas of cover within the policy and isn't specifically excluded.

So I've looked at the claim notes to check the circumstances in which the camera was lost. The claim notes say:

"I was taking photos of my children...I set the camera on top of a wall and got distracted by my children. I left the area and only realise[d] about 30 minutes later. When I returned the camera was gone."

In the circumstances, it's clear the item was left unattended, as it was no longer within reach of Mr and Mrs M or their family at the time of loss. It was not being worn or carried, and the fact that it was left unattended and therefore wasn't within reach would've significantly increased the risk of it being stolen. I don't therefore consider Admiral acted unfairly by applying the above exclusion and declining the claim.

Mr and Mrs M have said that the policy wording makes no sense. I don't agree I'm afraid. An item could be worn or carried by someone, or within reach, until the point of loss (for example an item which is snatched from someone's hands) and in this case, the item was neither being worn nor carried, nor was it within reach at the time of loss. As this would've increased the risk of the item being stolen, it's clear the policy wording intended to prevent such losses from being covered and to encourage policyholders to take reasonable care to prevent such losses. So I don't think Admiral declined the claim unfairly on this basis.

Mr and Mrs M have asked how it can be possible that the camera was not considered within their reach when it was lost. I've thought carefully about what they've said, and although they've later said they don't know when they lost it, their original testimony to Admiral was that they left the camera on a wall and were distracted by their children before leaving the area. Mr and Mrs M have said they left the camera unattended for around 30 minutes, so I don't consider Admiral has unreasonably concluded that the item wasn't within reach at the time of loss.

Mr and Mrs M have said that the camera was right beside them when it was placed on the wall, but that's not confirmed by the claim notes. They told Admiral they left the camera on the wall while they gathered their things and were distracted by their children, leaving the area and leaving the item unattended. So the key factor here is the intentional act of leaving a valuable item in an unsecured location (on the wall – as opposed to packing it away with the rest of their things or keeping the camera around their neck) and moving out of reach of it, which rendered the item unattended and outside the scope of cover.

Mr and Mrs M have asked how the policy can potentially provide cover for an item left on a train (as they were told) but not on a wall, but that's not what I need to determine here, as my role is to look at whether the exclusion has been applied fairly by Admiral in this claim. Policy coverage is dependent on the specific circumstances of any loss, so I can't say whether or not Mr and Mrs M were advised correctly about the train situation. I agree that the explanations they've been given may not have been helpful, and therefore the service they were provided with could've been better, but that doesn't mean their claim should be covered. Some insurers may view items lost accidentally in transit differently, but this would be entirely dependent on the terms of the policy and the circumstances.

My final decision

I'm sorry to disappoint Mr and Mrs M, but my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M and Mr M to accept or reject my decision before 9 February 2026.

Ifrah Malik
Ombudsman