

The complaint

Mr R has complained that Admiral Insurance (Gibraltar) Limited (“Admiral”) unfairly declined a claim he made under his policy when his valuable watch went missing.

What happened

On 21 March 2025, Mr R attended a wedding abroad. He said his watch had been left in a locked safe at the bridal suite, which only the bride, groom and bridal party had access to. During the wedding, Mr R says he kept the key to the safe on him. He says he took the watch out of the safe once the wedding festivities had ended, placing it in his bag.

He said he left his bag in the bridal suite, while he left the suite to say his goodbyes. He then left with his bag to go to another venue. He later noticed his watch was missing from his bag. He tried to retrace his steps, but was unsuccessful. So he reported the incident to police.

On 24 March, Mr R reported the loss to Admiral. The claim was considered and Admiral arranged for a detailed telephone interview to take place on 23 April.

During the interview call, Mr R was asked numerous questions about the circumstances of the loss. Based on the information he’d provided, Admiral declined his claim on 12 May. It said the policy excluded cover for items that weren’t with the policyholder or their family at the time of loss (i.e. weren’t worn or carried or within reach).

Mr R complained. He said he’d been intoxicated from the event at the time he lodged the claim, but reported it anyway as he understood the need to report the loss promptly. He said that in doing so, he didn’t clarify certain events with others who were present at the wedding. He later produced a witness statement from a family member in which it was confirmed that the family member had been asked to watch Mr R’s belongings and so the bag had not been left unattended.

In its response to Mr R’s complaint, Admiral said it had declined the claim due to its concerns around the removal of Mr R’s watch from a secure location to a cupboard in the bridal suite. It referred to the fact the theft could’ve only happened when the bag had been left unattended, and to the changing version of events. As Mr R didn’t accept Admiral’s response, he referred his complaint to the Financial Ombudsman Service.

Our Investigator considered the complaint, but didn’t think it should be upheld. He told the parties Admiral had applied the policy exclusion fairly in the circumstances. Mr R didn’t agree with our Investigator’s conclusions, so the complaint has now come 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 R and Admiral have provided. Instead, I've focused on those I consider to be key or central to the issue. 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, as Mr R has said. I've kept this in mind while considering this complaint together with what I consider to be fair and reasonable in all the circumstances.

The policy term from "*Section 3: Cover away from your home*" which Admiral has relied on to decline the claim, says:

"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)."

"Family" is defined in the policy terms as:

"Your husband, wife or partner, children, foster children, parents, and any other relative who permanently lives with you at your home address."

As the exclusion applied to all personal possessions and specified items, I'm satisfied it applied to Mr R's watch, which was a specified item under his policy.

To determine if Admiral declined Mr R's claim fairly, I've listened to the recording of the interview call, and I've read Mr R's written account of what happened from both his complaint to Admiral and his complaint form to this service, as well as the witness statement he's provided, and his responses to our Investigator's view.

As the interview call was the first opportunity for Mr R to discuss the circumstances of the loss in detail, I don't think it was unfair of Admiral to place greater weight on it. In the interview call, I've noted that the advisor asks Mr R if it's still a good time to talk about the claim. She tells him at the start of the call that she will be taking a detailed account of his version of events, and that the call would last about an hour and a half. Mr R agrees to go ahead with the call and seems coherent and able to recall relevant details during the call. He also tells the advisor at the start of the call that he needs to send a work message first, so that he can properly focus on the call for an hour.

Mr R has told us that he was intoxicated at the time he made the claim, and that he was severely jet-lagged and exhausted around the time of the interview call. He's also sent us evidence of a flight which landed on the day of the call, a few hours after he'd landed. But as our Investigator has said, the interview call was planned in advance, and I'm persuaded that Mr R – who says in his email to this Service that he works in the insurance industry – would've been aware that the call could've been rescheduled if the date or timing of it wasn't suitable for him.

During the call, I note Mr R was asked if anyone else was with him in the bridal suite when

he retrieved his watch from the safe. He confirmed he had been alone in the bridal suite at that time. He didn't mention his uncle was with him, or that his uncle had then walked in, or that he'd asked anyone to watch his bag. As I consider this was a significant detail, and directly related to the security of the watch and the specific questions that Mr R was being asked, I'm not persuaded that Mr R simply forgot to mention it due to his exhaustion.

It follows therefore, that I think Admiral was entitled to place greater weight on the information given in the first, detailed interview call, rather than rely on Mr R's later submissions, which were only provided once the claim had been declined.

Mr R has said the policy terms are ambiguous, as they refer to an item being both in a "secure" place and also "*within reach of you or your family*". But I don't agree that there's ambiguity here. The terms of the policy clearly state that a theft won't be covered unless the item is in the policyholder's possession, or in a secure place. "*Secure place*" is defined further, and means "*belongings are locked in your room or other security facility such as, but not limited to, a safe or a secure room*".

This means it's possible for the theft of a personal or specified item to be covered under the policy, by either being locked securely in a room or safe, or by being in the policyholder's personal possession at the time of the theft.

And it's important to note that 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. The test then is whether the claim falls under one of the agreed areas of cover within the policy, and whether it isn't specifically excluded.

In Mr R's claim, I'm satisfied that the loss of his watch in the circumstances he described, wasn't covered because of the exclusion, which was applied fairly. Mr R has said he felt that placing the watch in his bag in the bridal suite with family present would constitute both a secure place and within reach of family members. But the circumstances he described didn't fit the terms of cover. I say this because in the policy terms, family members included those who lived permanently with Mr R at his home address – and I don't have sufficient evidence that Mr R's uncle, who he says he left his belongings with, would've met that definition.

And as the policy details confirmed by Mr R confirm the "household" to comprise one adult, this means cover would only be accepted if the watch was being worn or carried by Mr R.

The circumstances Mr R has described also strongly suggest the room the watch was left in could only be locked from the inside. So when he left the room, it was accessible to several others. In these circumstances, and whilst I'm sorry to disappoint Mr R, I'm not satisfied the bag wasn't left unattended, or that his watch was left in a secure place, or within his reach. So I'm not persuaded his claim was declined unfairly.

Mr R has also complained about the level of service he's received from Admiral. He's said he received no courtesy call, and that the claim decision was communicated to him by email only. I don't find this unusual and can't see that Mr R had asked Admiral for a call or that a follow-up call was needed in the circumstances.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 12 February 2026.

Ifrah Malik
Ombudsman