

The complaint

Mr D complains about Admiral Insurance (Gibraltar) Limited's decline of his travel insurance claim and its claim handling.

What happened

Mr D had travel insurance insured by Admiral. He claimed on the insurance for his damaged wireless earbuds.

Admiral had a phone interview with Mr D as part of its claim investigation. Admiral told Mr D it had concerns as the damage to the earbuds in this claim was very similar to the damage he'd already claimed for and it had paid a settlement for the previous claim. Admiral set out the information and documents it wanted Mr D to provide so it could further assess the claim.

Admiral said it hadn't received the requested evidence from Mr D so it declined the claim. Admiral paid Mr D £50 compensation for his distress and inconvenience as it hadn't proactively told him it could no longer meet the original timescale it gave him for a claim decision as the claim had been escalated to its validations team.

Mr D complained to us that Admiral had acted unfairly. In summary he said:

- He'd supplied all requested information to the best of his ability. Admiral's repeated requests added to its delays. Admiral hadn't clearly explained it considered the information he'd provided was insufficient. Its claim handling felt inconsistent and unfair, especially given that previous similar claims had been handled differently.
- During his previous claim for damage to the earbuds Admiral didn't ask him to provide or retain evidence of the repair. It was unfair and disproportionate to penalise him for not keeping such evidence.
- Admiral's stance that the claimed for damage is identical to his previous claim is subjective and can't be established from photos alone. Admiral should take into account the verbal evidence he gave about the damage.
- Admiral hadn't explained why it wouldn't pay for the damage that wasn't part of his previous claim.

Ultimately our Investigator said Admiral had reasonably declined the claim and its payment of £50 compensation for Mr D's distress and inconvenience was fair.

Mr D disagrees and wants an Ombudsman's decision. He'd like me to consider: whether partial payment for the new, verifiable damage to the earbuds would be fair; whether Admiral's request for evidence was reasonable and proportionate; whether Admiral had fairly declined the claim because he couldn't provide the evidence it asked for; whether Admiral should pay more compensation for his distress caused by its ongoing poor claim handling.

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 considered all the points Mr D has made but I won't address all his points in my findings. I'll focus on the reasons why I've made my decision and the key points which I think are relevant to the outcome of this complaint.

The relevant regulator's rules say that insurers must handle claims promptly and fairly and they mustn't turn down claims unreasonably. I think Admiral reasonably declined the claim and it doesn't need to pay Mr D any more compensation for his distress and inconvenience. I'll explain why.

The policy covers damage to gadgets, subject to the policy terms. The policy terms include that Admiral can ask for evidence to validate a claim and if a claim isn't validated it can decline a claim. Admiral's letter of 10 May 2025 to Mr D referred him to the fraud terms in the policy.

Admiral clearly told Mr D its concern - damage to the earbuds in this claim was very similar to the damage to earbuds that he'd previously claimed for. It had made him a settlement payment for the previous claim. Mr D told Admiral the earbuds had been repaired after the first claim and that the damage was going to be similar as it was the same dog who had chewed the earbuds.

I've seen the photos of the damage to the earbuds for this claim and the previous claim. I'm satisfied that Admiral has a reasonable concern that the damage claimed for in this claim is near identical in places to the damage claimed for in the previous claim, albeit more extreme. I don't think Mr D has given Admiral a plausible explanation about why some of the damage is so similar.

In these circumstances I'm satisfied that Admiral has asked Mr D fair and proportionate questions for him to provide documentary proof that he had, and paid for, the previous damage to the earbuds repaired after its settlement for the previous claim. Mr D says he paid for the repair by cash and he doesn't remember what shop he used for the repairs. He may have paid by cash but I think Admiral could reasonably consider that he'd have some recollection of where the repair shop was given the timeframe. Mr D's responses to the questions means he hasn't provided any documentary evidence to support what he says about having the earbuds repaired. Given Admiral's concerns I think it acted fairly and reasonably in declining the claim.

Mr D says Admiral didn't ask him to keep a record of repair from his previous claim but I wouldn't expect Admiral to do so. It couldn't have predicted that Mr D would make another claim for very similar damage to the same earbuds which he said he'd had repaired but couldn't provide any supporting evidence at all.

The photos of the damage to the earbuds for this claim do show some additional damage compared to the previous claim but I don't think Admiral needs to pay for just that additional damage. On the evidence it has at present I think Admiral reasonably considers Mr D doesn't have a valid claim.

I don't think Admiral unnecessarily delayed the progression of Mr D's claim. It's already said it should have proactively informed Mr D that it could no longer meet an agreed timescale for its decision and paid £50 compensation for his distress and inconvenience relating to that matter, which was fair. There's no basis for me to award any more compensation for any distress and inconvenience Mr D had as I don't think Admiral has acted unreasonably.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 14 January 2026.

Nicola Sisk
Ombudsman