

The complaint

Miss B complains that Admiral Insurance (Gibraltar) Limited (Admiral) has unfairly refused to meet a claim she made for jewellery stolen from her home.

What happened

Miss B has an insurance policy with Admiral that covers the contents of her home. In particular the policy covers a valuable necklace.

In mid-2023, Miss B sold her car. When the buyer came to pay her, they came in so they could hand over the cash for the car. Miss B left this person alone in her lounge for a couple of minutes.

A little while later Miss B looked for her necklace – but couldn't find it. She reported this to the police as she suspected the buyer had stolen it. The police agreed this was likely theft and Miss B approached Admiral to make a claim. When Miss B explained what happened, Admiral said it wouldn't meet the claim, as she'd allowed the buyer into her home. Admiral explained that in these circumstances her policy didn't cover the theft.

Miss B complained but Admiral didn't change its mind so she asked us to review her complaint.

Our investigator didn't think Admiral had been unfair. He checked the terms and conditions in the policy and agreed that the exclusion Admiral relied upon was set out in the terms and conditions. Miss B suggested another part of the cover might apply – malicious acts. Our investigator didn't think that would make a difference, as the same exclusion also applied to that part of the policy.

Miss B doesn't think this is fair and I've been asked to decide this complaint.

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'm very sorry Miss B has had her necklace stolen, but I'm not going to uphold this complaint for much the same reasons as our investigator gave.

No insurance provider covers every event that might happen in all circumstances, and the ones that aren't covered are listed in policies as "exclusions". In Miss B's situation, the part of the policy that applies to the loss of the necklace is theft (or possibly malicious acts). Both of these have the same exclusion. This is, in summary, that there's no cover if someone is lawfully in the property. Miss B allowed the buyer to come into her home, and I'm satisfied that this is reasonable interpreted as them being there lawfully. There is no suggestion that the thief broke into her home using "force and violence", and that would have needed to happen for the theft to be covered.

I do appreciate that the police said the loss was likely to be theft, but that in itself doesn't

mean Admiral has to meet a claim, as it only has to meet claims that are covered in the policy.

I understand why Miss B specified the necklace on her insurance. Unfortunately that simply means she'd have been paid the full value of the item if a claim had been accepted. It doesn't over-ride the terms and conditions in the rest of the policy. So this hasn't affected my decision.

Finally, Miss B said she thought there might have been something wrong with the way Admiral renewed her policy earlier in 2023. As far as I can see she hadn't raised this as a complaint with Admiral by the time this complaint came to us. She can of course make a separate complaint to Admiral about that if she wishes, but I can't comment on it here.

My final decision

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 20 December 2023.

Susan Peters
Ombudsman