

The complaint

Mr K is unhappy with the way Admiral Insurance (Gibraltar) Limited handled a claim made on his home insurance policy after his laptop was accidentally damaged.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. The facts aren't in dispute, so I'll focus on giving the reasons for my 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.

Having done so, I don't uphold it. I'll explain why.

- Admiral has a regulatory obligation to handle insurance claims fairly and promptly – and it mustn't unreasonably decline a claim. It also has an obligation to treat customers fairly.
- Information provided by Admiral reflects that an engineer inspected the damaged laptop and reported that it was in overall good working order. It could be repaired by replacing the screen and lid sensor. It isn't disputed that Admiral agreed to cover the costs of those repairs.
- The inspection report also reflects that the laptop "showed little signs of wear". And although there were "a few marks on the base case", it was in overall good condition.
- Mr K is unhappy because Admiral didn't cover any repairs to the base case. At the outset, when first discussing the circumstances of the claim with Admiral, Mr K says he mentioned the screen not working as this was the most pressing issue but he would've expected Admiral to have fully repaired the laptop, including dents.
- I've listened to that call, and when asked if there was any damage to the casing, Mr K replied that there are a few dents on the bottom but he said he couldn't be sure if they were there before the accident which led to screen being broken. In light of this, I don't think Admiral has acted unfairly by not covering any repairs to the base case. The policy terms and conditions don't cover any damage because of 'gradual causes' including wear and tear. And based on what I've seen, I think that's a reasonable conclusion for Admiral to come to. Afterall, Mr K, didn't know when asked at the time, whether the dents were there before the accident or not.
- Mr K has also said when the laptop was returned to him, he noticed some dents which weren't wear and tear. Admiral asked Mr K to provide photos from before he sent the laptop for repair to show that they weren't present before then. He's said he's unable to do this. So, I don't have enough to conclude on the balance of probabilities that further damage was caused to the base case after it was sent for repair.
- Mr K has provided photos of the dents/marks to the casing but I don't think they

conclusively show whether the dents were caused by the accident or were a result of wear and tear – or occurred after the laptop left his possession for inspection / repair.

- Admiral has offered Mr K £75 for the time taken to deal with his complaint. I'm satisfied that sum fairly reflects the distress and inconvenience he experienced as a result.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 3 August 2023.

David Curtis-Johnson
Ombudsman