

## **The complaint**

Ms B is unhappy a claim she made under her travel insurance has been declined by Admiral Insurance (Gibraltar) Limited (Admiral).

## **What happened**

When returning from holiday, Ms B lost her glasses, her video recording device and accessories so she made a claim to Admiral, her travel insurer.

Admiral declined Ms B's claim. They said the video recording device and glasses wouldn't be covered as they were left in a hire car, and valuables left in a car is excluded under the terms of Ms B's policy. They also said separately the accessories wouldn't be covered as the total amount was under the policy excess.

Admiral also said the policy terms required Ms B to report the loss to the police and/or transport operator and obtain a report, but no evidence of this had been provided.

As Ms B was unhappy with Admiral's claim decision, she approached this service.

One of our investigators looked into the complaint but didn't uphold it. He noted that Ms B had originally said she thought she left the items in a hire car, and that is excluded under her policy. He acknowledged that Ms B later said she had contacted the hire car company and says they must have been left in the airport instead. But there was no evidence provided that she had contacted them, or the police and obtained a report, or a report from the airport, which was a requirement under her policy. However, he said that if Ms B had evidence of contacting them, she should submit this to Admiral for consideration.

Our investigator also thought Admiral had incorrectly assessed the accessory part of the claim when saying this fell below the excess and therefore wouldn't be covered on this basis. Instead, he said as per the terms, these items would actually be classed as valuables. But even taking this approach, the same exclusion would apply as it did to the video recording device and glasses, so this part of the claim was fairly declined by Admiral either way.

Ms B didn't agree and asked for a final decision from an ombudsman.

## **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've reached the same outcome as our investigator.

Ms B's policy covers loss or theft of personal belongings (subject to other terms and policy limits). When Ms B reported her claim, she said:

*"I think I left my glasses and (name of video recording device) in our hire car.  
I have emailed the travel agent."*

*Waiting for a response.”*

Admiral declined this part of Ms B’s policy based on the following exclusion:

*“What is not covered*

*We will not pay any claim for:*

- *valuables left in a motor vehicle”*

As these items are classed as valuables under the policy terms, and being left in a car is excluded, and this is how Ms B originally reported the loss, I don’t think Admiral unfairly declined the claim based on this exclusion.

Ms B has since said she has contacted the car hire company and they didn’t find the items, so they must have been left in the airport. However, Ms B hasn’t provided any evidence that she either contacted the police or airport (or hire car company) about the loss, and she hasn’t obtained any report from them, and her policy terms require this:

*“Making your claim*

*a. If you’re claiming for lost, stolen or accidentally damaged personal belongings, you must:*

- *report any loss or theft to the police or your transport operator within 24 hours of discovering it and get a written police report”*

So, I don’t think Admiral unfairly declined the video recording device and glasses part of the claim based on how Ms B first reported the loss – items left in a hire car. However, if Ms B has any evidence to demonstrate contacting the hire car company/airport/police as she later said she did, and any reports from them, then she should submit this to Admiral for consideration. But based on the information Ms B has provided so far, I don’t think Admiral has unfairly declined this part of Ms B’s claim.

Admiral also said that Ms B’s claim for the video recording device accessories would also be declined as the claim was for £141.41, but the policy excess was £150. It’s not unreasonable for Admiral to decline a claim if it doesn’t meet the policy excess.

However, Ms B’s policy terms say:

*“Valuables*

*Personal items of value which belong to you such as cameras, camcorders, binoculars, telescopes, and accessories, audio visual and television equipment, spectacle and glasses, computers, tablets, gaming consoles, electronic book readers, satellite navigation equipment, mobile phones and accessories, jewellery, watches, furs, and items made of or containing gold, silver, precious metals, precious or semi-precious stones.”*

So, whilst Admiral treated the video recording device accessories as general personal belongings and declined the claim based on not meeting the excess alone, like our investigator, I don’t think that Admiral considered these items correctly.

The above terms I've referred to outline camera accessories would also be treated as valuables too, so I think that's how Admiral should have considered this part of the claim, rather than general personal belongings and relying on not meeting the excess alone.

However, even if they were correctly classed as valuables as per the terms, Admiral didn't reach the overall wrong outcome on this part of the claim, as the same exclusion applies to the accessories as the video recording device and glasses. So overall the outcome is still the same.

With the above in mind, I don't think Admiral acted unfairly overall by declining Ms B's claim based on the information and evidence she's provided.

### **My final decision**

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 2 August 2023.

Callum Milne  
**Ombudsman**