

The complaint

Mr H has complained that Admiral Insurance (Gibraltar) Limited ('Admiral') unfairly declined a claim under a home contents policy.

What happened

Mr H made a claim for damage to his laptop. Admiral inspected the laptop and declined the claim. It said there wasn't evidence the issue was the result of an incident covered by the policy. When Mr H complained, Admiral maintained its decision to decline the claim.

So, Mr H complained to this service. Our investigator didn't uphold the complaint. He said Admiral's inspection didn't find a cause of damage covered by the policy. Mr H's reports didn't give a cause of damage. He said it was reasonable for Admiral to decline the claim.

As Mr H didn't agree, the complaint was referred to me.

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 this complaint. I will explain why.

Admiral considered the claim under the Accidental Damage part of the policy, which was defined as "*Sudden, unexpected and visible loss or damage which had not been caused deliberately*". Mr H said the damage happened when he dropped his laptop and that it now wasn't charging.

When Admiral inspected the laptop, it found issues including with the battery and a boot error. However, it didn't find any damage to the board, there were no hairline fractures or damage to the external casing. Based on this, Admiral declined the claim.

Mr H has provided reports from two companies. Both said the motherboard was faulty, but provided no further details, including on a cause of damage. I've also listened to a phone call recording Mr H provided which was with a company that seemed to have assessed the laptop. This said there was an issue with USB C port, but gave no cause of damage.

Based on what I've seen, I find Admiral's assessment more persuasive. The report described the issues found and the likely cause of them, which seemed to route back to the battery. The reports provided by Mr H said there was a fault with the motherboard and, separately, an issue with the USB C. But gave no further information, including a cause of damage, to assess whether the issues were the result of something covered by the policy. So, I don't think these reports show that Admiral's assessment or decision to decline the claim were unreasonable. There wasn't evidence to show the issues with the laptop were covered by the policy. Looking at the policy, I note this also had an exclusion for electronic or electrical breakdown.

So, based on the issues Admiral identified with the laptop, I think it was reasonable that it declined the claim. As a result, I don't uphold this complaint or require Admiral to do anything further.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 28 March 2024.

Louise O'Sullivan
Ombudsman