

The complaint

Mr C and Mr G complain about Admiral Insurance (Gibraltar) Limited's ("Admiral") decision to decline their claim under their home insurance policy. They also complain that Admiral have acted in a discriminatory manner.

Mr C has acted as the main representative during the claim and complaint process. So, for ease of reference, I will refer to any actions taken, or comments made, by either Mr C or Mr G as "Mr C" throughout the decision.

What happened

Mr C's bag was stolen while he was in a pub, so he claimed against the contents section of his home insurance policy. The claim was declined by Admiral on the basis Mr C's bag was left unattended. So, Mr C complained about Admiral's decision and said he felt they'd discriminated against him due to him being in a same sex relationship.

Admiral responded and explained they'd spoken with the general manager of the pub who had reviewed the CCTV footage and confirmed the bag was left unattended. Admiral referred to the section of the policy terms and conditions which they said excluded cover in such circumstances. Admiral said, while conducting their investigation, they hadn't found any evidence of them discriminating against Mr C on the grounds of his sexual orientation. In relation to Mr C saying the handling of the claim had impacted his mental health, Admiral said, while they understood and sympathised with Mr C about his mental health being affected by the impact of the incident and having to claim, they couldn't agree they'd made any errors.

Our investigator looked into things for Mr C. He thought Admiral hadn't acted unfairly in declining the claim. Mr C disagreed so the matter has come to me for a 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've decided not to uphold the complaint. I understand Mr C and Mr G will be disappointed by this but I'll explain why I have made this decision.

My starting point is Mr C's home insurance policy booklet. This sets out the terms and conditions and, under a section headed 'Cover away from your home', it lists circumstances which aren't covered.

This includes, "*Loss or damage caused by theft or attempted theft, unless you have the items in your possession, or have left them in a secure place. By 'secure place' we mean that your belongings are locked in your room or other security facility such as, but not limited to, a safe or a secure room.*" This is the policy exclusion Admiral have relied on to decline Mr C's claim. Given that Mr C's bag and its contents were stolen away from home, I think Admiral have used the correct section of the policy to assess the claim against. I've then

gone further to consider whether I think Admiral have acted fairly in the claim decision and their reasons for it.

Mr C reported the theft to Admiral and a telephone call was arranged to discuss the circumstances in more detail – and I've listened to the call recording for this. Mr C explained he was at a pub for around 20-30 minutes and his bag was stolen from there. Mr C said he was sat at a table and didn't leave the table. He said he was there for a friend's birthday and was in a group of around six. He said his bag was kept at his feet. The claims handler queried whether Mr C left the bag unattended at any time, and Mr C confirmed he didn't. The claims handler then asked, "*So there was not one time when the bag was unattended, is that right?*" and Mr C confirmed that was the case.

Admiral then contacted the pub to get CCTV footage but, because this wasn't being made available to them, they then spoke with the pub's general manager. The pub manager explained they couldn't release CCTV to Admiral unless the police were involved. They also said they only hold recordings for six weeks, and they're now passed that point. They said they had though copied it and would be sending it to their insurer. The pub manager then said they'd viewed it and there was a theft. They said, "*It's someone coming in and just scouting the place, unfortunately the guys have left the bag unattended at the table and this guy comes over, sits down, eyes it up, sort of looking around the room, then lifts it up, looks in it, and next thing you know he's off, he's gone out the door.*" The claims handler then asked specifically whether the bag had been left unattended and the pub manager said a group had been at the table and he assumed they'd got up and gone outside, "*...and the bag was left unattended at the table...*" and "*...within sixty seconds he's [the thief] sat down, checked out the bag, picked it up and gone.*"

It's unfortunate the CCTV wasn't made available to Admiral or Mr C, despite both requesting it. And I can see Mr C has raised doubts about the reliability and accuracy of the pub manager's testimony. So, I've thought carefully about the information Admiral have relied on here. And I can't say it's unreasonable for Admiral to have relied on the pub manager's statement. I say this because the pub manager goes into some detail about the circumstances leading to the theft, so I'm persuaded the pub manager had viewed the CCTV recording. Also, I haven't seen any information to suggest the pub manager isn't an independent party in the claim, so I think it's fair for Admiral to view the pub manager's statement as an honest account of what they saw from the CCTV recording. And, given the pub manager confirmed Mr C's bag had been left unattended, I can't say Admiral have acted unfairly in declining the claim based on the policy exclusion they've relied on.

Mr C says Admiral have discriminated against him on the basis of his sexual orientation and are therefore in breach of the Equality Act 2010. Mr C says, despite informing the claims handler that his partner and joint policyholder, Mr G, was also present at the pub, and that at all times during his attendance at the pub, either him or Mr G were present at the table, his claim was still declined. Mr C says he believes this demonstrates a disregard for his same sex relationship and should be viewed as a form of discrimination.

It's not our role to say whether a business has acted unlawfully or not – that's a matter for the Courts. Our role is to decide what's fair and reasonable in all the circumstances. In order to decide that, however, we have to take a number of things into account including relevant law and what we consider to have been good industry practice at the time. So although it's for the Courts to say whether or not Admiral have breached the Equality Act 2010, we're required to take the Equality Act 2010 into account, if it's relevant, amongst other things when deciding what is fair and reasonable in the circumstances of the complaint.

I have considered Mr C's point about either him or Mr G always being present at the table, but I do need to balance this against the other information I have. And in this case, the pub manager, when giving their account of what the CCTV showed, said the bag was left unattended at the table. Then, when asked to clarify specifically whether the bag was left unattended, the pub manager again confirmed the bag was left unattended at the table. The pub manager didn't at any point suggest the theft occurred while someone was present at the table. So, I don't think it's unreasonable for Admiral to have relied on this in support of their decision to decline the claim. From the information I've seen, I'm persuaded the decision to decline the claim was based on a fair and reasonable investigation into the claim circumstances and one which took into account relevant evidence. I'm not persuaded therefore that Mr C or Mr G's sexual orientation – or that they were in a relationship together – played any part in the way the claim was investigated or in the decision taken to decline the claim.

I am sorry to hear about the impact Mr C says Admiral's claims handling had on his mental health. And I can see Mr C says Admiral disregarded his mental health concerns and used intimidation tactics which impacted his ability to present his case accurately. Mr C says the claims handler's approach created pressure and doubt that impacted his ability to communicate effectively.

We do expect firms to deal with customers positively and sympathetically, and particularly so in cases such as this where a customer has a vulnerability and has been the unfortunate victim of crime. I have listened to the claims handler's call with Mr C, but I can't say I've found any evidence of them placing undue pressure on Mr C. The claims handler does ask a series of questions, but this isn't unusual or uncommon during a claims investigation and allows the insurer to better understand the claim circumstances – which is important in ensuring they can carry out a thorough and balanced investigation. I acknowledge calls such as this can be stressful, but it's generally standard within insurance claims for insurers to have such calls and carry out such validation exercises as part of their investigation.

I can see Mr C did raise with Admiral that the process was impacting his mental health and they acknowledged this and emailed Mr C to say they could note this on their records to ensure they, and any agents acting on their behalf, will be made aware of Mr C's personal circumstances. They also invited Mr C to contact them and provide details of any particular adjustments they could put in place to make the claims process more accessible for Mr C. So, I think Admiral have acted reasonably here in acknowledging the impact on Mr C and offering to put in place any adjustments to assist Mr C through the claims process.

I understand Mr C will be disappointed, and I am sorry to read about the impact the incident had on him. But my role here is to decide whether Admiral have acted fairly and reasonably in declining the claim – and from the information I've seen, I think they have. I wish to reassure Mr C I've read and considered everything he has sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C and Mr G to accept or reject my decision before 19 December 2024.

Paviter Dhaddy

Ombudsman