

The complaint

Mr B and Mr L have complained about Admiral Insurance (Gibraltar) Limited's ('Admiral's') decision to decline a claim they made under their buildings insurance policy, for the theft of valuable contents.

What happened

Mr L has recounted events that occurred one evening in August 2022, following a night out with his partner Mr B. He has explained that Mr B had left the venue early and tried to phone him three times on the way home. Mr L missed the calls as he was travelling home on the underground. Mr B shared a taxi with a person he didn't know, and when he got out of the taxi the stranger followed him to the door of his flat and entered the flat after him. Mr B recalls that he asked the stranger to leave the flat before he fell asleep. When Mr L returned home, the stranger had left the property. Later, Mr L and Mr B noticed that a number of their high value items had been stolen, which they promptly reported to the police.

Mr B made a claim on their buildings insurance policy, but Admiral declined the claim on the basis that there was no evidence of 'force and violence' used to gain entry to the property, in connection with the theft. Unhappy with that decision, Mr B complained to Admiral who issued its final response letter in September 2022 not upholding the complaint.

Mr B and Mr L referred the complaint to this Service and one of our investigators looked into what had happened. In March 2025 she issued a view not upholding the complaint. She explained that as the stranger came into the property through a door that had been opened by Mr B, there was no evidence of 'force and violence' being used. After carefully considering the evidence, she concluded that Admiral had acted in line with the policy terms and fairly in the circumstances, in declining the claim.

Mr B and Mr L didn't accept our investigator's view. They disputed her interpretation of the phrase: 'lawfully in the home' and Mr L maintained his view that, on the plain meaning of the relevant clause in the policy terms and conditions, the claim ought to have been accepted by Admiral.

Mr B and Mr L requested an ombudsman's decision on the 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.

The circumstances of this complaint are not clear. Mr L has provided detailed submissions setting out what he thinks may have happened on the night in question. However, much of the evidence referred to has been provided by Mr B, whose recollections are described as 'hazy.' I am sorry to read about the distress that Mr L and Mr B have suffered in relation to the theft. I have no doubt that it must be deeply upsetting to be a victim of a crime such as this. However, the question that I must answer in this decision is whether Admiral has acted in accordance with the policy terms and conditions, and fairly in the circumstances, in

declining their claim for the stolen contents.

I have first considered the policy terms and conditions, in arriving at my decision on this complaint.

Section 2 of the policy terms provides details of the insured perils which are covered in relation to loss of or damage to contents.

Page 21 of the policy terms at paragraph 8) lists, in the first column beneath the heading: '*What is covered*': '*Theft and attempted theft*'.

Mr B and Mr L have clearly established that an insured peril has arisen under the policy terms. That is, valuable items have been stolen from their home, as evidenced by their testimony and the police report they completed shortly after the theft.

Once an insured has demonstrated that a peril has occurred, which ought to be covered by the policy, if the insurer decides to decline the claim, the onus of proof is on the insurer to demonstrate that a policy exclusion can fairly be applied to the claim.

That is the key point in dispute here.

On page 21 of the policy terms, the second column includes the details of the exclusions that could be applied to a theft claim, under the heading: '*What is not covered*'.

The part of the exclusion relevant to this complaint relates to: '*Loss or damage caused by you or your family, domestic staff, lodgers, paying guests, tenants or any other person lawfully in your home, including through a dedicated home-sharing website, unless force and violence was used to enter your home.*'

In the final response letter issued to Mr B and Mr L, Admiral explained that, on the basis that the stranger hadn't forced entry or used violence to enter the home, there was insufficient evidence to show the stranger was not an invited guest. Admiral therefore concluded the claim had been fairly declined. However, Mr L has provided detailed submissions in relation to Mr B's state of mind that evening, his recollection that the stranger was pushy and therefore wasn't lawfully in the home, and his suspicions that the entry into the property was part of a carefully planned crime.

Where the evidence is inconsistent, incomplete, or contradictory, as it is here, I make my decision based on what I consider more likely than not happened. I have taken account of the police report, completed within 24 hours of the theft, and Mr L's submissions, completed sometime later after Mr B and Mr L had been able to reflect on the events leading up to the theft. I have thought about the suggestions Mr L has made as to what might have happened and why, but I am not persuaded that his suggestions, more likely than not, explain what happened that night. Mr L's submissions provide one possible explanation of what happened and why, but that doesn't meet the standard of proof that needs to be satisfied to persuade me that it explains what, more likely than not, occurred.

Given the police report was completed shortly after the theft, I find the recollection of events detailed in that report to provide a more persuasive account of what likely occurred, than the later recollections which were provided by Mr L.

In the police report, under the heading, '*What happened?*', Mr B explained that while the stranger was pushy, he was also friendly and attractive, and after he followed Mr B into the house, they engaged in some consensual activities, following which Mr B told the stranger that it was time for him to leave, and went to sleep. When he woke up, the stranger was

gone, together with some of Mr B's and Mr L's valuables.

Later in the police report, under the heading: '*Stolen items*,' in response to the question, '*How did they get in*' Mr B answered: '*Through the front door with me when I opened it.*'

Taking everything into account, I think Admiral has fairly applied the exclusion to the claim. I have considered Mr L's statement that the stranger wasn't lawfully in the home, as he had been asked to leave. However, given the lack of clarity about what actually happened that evening, I think it was reasonable for Admiral to rely on the absence of evidence of force or violence being used to enter the property, and the absence of evidence of the stranger's permission to be on the property, being revoked, to support its application of the exclusion to the claim. There was no evidence of force or violence being used to enter the property as Mr B let the stranger in through the front door. And Mr B's recollections of the events of the evening, as included in the police report, suggest, at least initially, that the stranger wasn't made to feel unwelcome in the flat.

I'm sorry to disappoint Mr B and Mr L, but after taking account of the available evidence, I don't think Admiral has acted unfairly in declining the claim, so I won't be upholding this complaint.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mr L to accept or reject my decision before 8 August 2025.

Carolyn Harwood
Ombudsman