

The complaint

Mr M complained because he felt Admiral Insurance (Gibraltar) Limited unfairly declined his contents insurance claim for the theft of and malicious damage to his contents and for the cost of alternative accommodation. Mr M also referred to how his claim had been handled.

What happened

What I outline below is taken from various statements Mr M has made.

On 2 July 2024 Mr M made a statement to the police. In summary, he said:

- he met someone (who I'll refer to as "X") on an online dating app around 1 June
- on 27 June he invited X to his home
- X arrived with suitcases and asked Mr M if a friend could bring over the remainder of their stuff; Mr M agreed
- Mr M, X and the friend started taking drugs and having sex – they stayed inside for three days
- Mr M tried several times to get X and the friend to leave but they wouldn't
- at one point Mr M left his home for five to six hours but when he returned X and the friend were still there
- after being threatened and punched Mr M left his home and waited for X to leave
- once X left Mr M went back to his home and noticed that his phone had been stolen.

On 12 July 2024 Mr M made a further statement to the police as they wanted clarification regarding any offence that took place. In summary, Mr M said:

- X attended his home and asked if Mr M knew anyone who could get them drugs
- Mr M called a friend (who I'll refer to as "the dealer") who then came over with some drugs
- Mr M and X took some drugs and had consensual oral sex
- X then gave Mr M a higher dose of the drug
- Mr M began to fade in and out of consciousness and X sexually assaulted him
- the only people present were Mr M, X and the dealer
- Mr M has since noticed that one of his keys was missing.

On 18 July 2024 Mr M was interviewed by the police. In summary, he said (the information in the following bullet points is in the order they appear in the police notes – which may or may not be the same order as they happened):

- he first connected with X two months before the incident but he wasn't sure of the exact date
- on 25 June he agreed with X to meet up
- X and a friend arrived about midnight with three bags of luggage
- they all took some drugs, and the friend left around two to three hours later
- X asked Mr M if he knew anyone to buy drugs off and Mr M called the dealer
- X moved their belongings into Mr M's second room

- Mr M left the property and returned late on 26 June but X was still there
- on 27 June Mr M left the property; when he got back he saw X leaving the property to buy drugs – X said they had a key and a fob and was going to the dealer's
- Mr M left the property on Saturday (29 June) hoping X would leave
- on the Sunday Mr M told X to leave and to give his phone back
- after being threatened and punched Mr M left the property and hid until he saw X leaving with one bin bag
- Mr M returned to the property about 10-15 minutes later – he found all the keys and fobs
- the dealer arrived and X bought some drugs
- something changed when Mr M took too many drugs and started to have black outs – he remembers X trying to sexually assault him.

On 24 July 2024 the police attended the scene with Mr M. The police notes say:

- X attended the property for an agreed sexual encounter
- X arrived with a number of bags and it looked to Mr M like X wanted to move in
- the next morning X moved into the spare room and there was an argument/altercation between Mr M and X
- Mr M asked X to leave the property but X refused
- Mr M left the property and returned to discover items damaged and a bicycle stolen.

On 10 September 2024 Mr M provided a statement to Admiral's loss adjuster. He said:

- X was likely to have a key fob which would allow access to the property
- Mr M caught scabies from X, which means all bedding and clothing needs to be professionally cleaned
- the incident started on 24 June 2024 and lasted for six days
- Mr M initially met X online and had some subsequent online chat with X
- on 24 June X came to the property, there was some drug use, and X then became psychotic, believing that the property was theirs
- Mr M was subject to physical and sexual assault over the course of the next six days
- when Mr M tried to get X out of the property on 1 July X attacked him
- after this, X was able to regain access to the property and stole various belongings (Mr M thinks X made a copy of the key)
- Mr M notified the police within 24 hours of it happening
- Mr M said it was difficult to know when the theft of his belongings took place but he saw X leaving with a bin bag on 1 July 2024; he didn't know when X went back to the property after 1 July
- all the damage to the flat happened while Mr M was still at the property.

Admiral declined the claim and Mr M complained about its decision. His argument was essentially twofold. First, although he initially invited X into his home the invite was revoked once Mr M asked X to leave, which meant X was unlawfully in his home. Second, Mr M feels X later unlawfully re-entered his home without permission using a stolen/copied key. He feels this amounts to forced entry for policy purposes – so the theft exclusion for an invited person doesn't apply.

Admiral maintained its position so Mr M referred the matter to us.

What I provisionally decided – and why

I issued a provisional decision which explained why I didn't think the complaint should be upheld. The relevant parts of my provisional decision are outlined below and form part of this final decision.

General

- While Mr M's statements were similar overall, they varied on the specific details eg:
 - in the statement on 2 July Mr M said he invited X to his home on 27 June; but in the interview on 18 July he said X arrived on 25 June; and in the statement to the loss adjuster he said the incident started on 24 June
 - in the statement on 2 July Mr M said X asked if his friend could bring over the remainder of his belongings, but in the statement on 18 July Mr M said the friend was already with X when he arrived
 - in the statement on 2 July Mr M said that he, X and the friend stayed in the property for three days; but when interviewed by the police on 18 July Mr M said the friend only stayed for two to three hours.
- In other instances the information was vague eg there were references to Mr M asking and/or trying to get X to leave his property but it wasn't clear precisely when that was or what actions Mr M took.
- The discrepancies meant it had been difficult for me to establish what happened when and, therefore, if and when X became 'uninvited' and/or if and when X became 'unlawfully' on the premises.

Theft

- Although Mr M's policy provided cover for loss of or damage to contents caused by theft, there was an exclusion which said Admiral won't pay for "*Loss or damage caused by ... anyone that you ... have invited into your home, unless force and violence was used to enter your home*".
- As far as I could tell from Mr M's statements, X entered Mr M's home at some point between 24 and 27 June. And they left on 1 July. It appeared Mr M accepted he invited X into his home. However, to avoid any doubt, I thought the arrangements made for X to visit Mr M were sufficient to constitute Mr M inviting X to his home. I was also satisfied X didn't use force or violence to enter the home – Mr M simply let X in.
- Mr M argued that once X became violent and abusive and was asked to leave the invite was revoked and X then became uninvited. I disagreed. I felt the exclusion applied to theft by anyone Mr M invited into or permitted to enter his home, from the point the person entered until the point they actually left. That was because the wording of the exclusion focussed on whether the person was given permission to enter the home rather than whether they had permission to remain there.
- Mr M also argued the exclusion shouldn't apply if the invited person attacked the policyholder. But my view was that the natural reading of the exclusion was that it applied unless violence was used at the point the person entered the home.
- With that in mind, I thought:

- It was fair for Admiral to apply the exclusion to any item stolen between X entering the property at Mr M's invitation and X leaving the property and not being invited back in
 - the exclusion wouldn't apply to any item stolen outside of those times eg if X later re-entered the property using a stolen or copied key.
- The difficulty I had was working out when X left the property – for example, did X stay at the property from the moment they entered until the moment Mr M saw them leave with a bin bag on 1 July; or did X come and go throughout the duration eg to buy drugs? And if X did 'come and go' were Mr M's actions in letting X back into the property an invitation? I also had difficulty working out when each item was stolen.
- Mr M thought X came back to the property at some point after 1 July and entered his home using a key or fob that he'd stolen. Accordingly, he felt the exclusion shouldn't apply to any claim for theft by X during this later uninvited visit. I agreed with the principle of Mr M's argument – a later unauthorised visit would be akin to any other burglary/break in and X wouldn't be classed as being invited into the property.
- However, I didn't think there was sufficient evidence to conclude that X returned to the property after 1 July. It was of course possible – if he had copied a key – but there was nothing to support Mr M's suspicion that a key was copied or that X re-entered the property. For example, there was nothing in the police report confirming this. In fact, the police report recorded that when Mr M was interviewed he said on two occasions that after X had left the flat he found all the keys and fobs.
- I therefore thought it was fair to conclude that the theft of the items took place at some point up to 1 July. Further, given the discrepancies in Mr M's statements, I thought it was fair for Admiral to have concluded that the theft took place when X had been invited into the property. Accordingly, I concluded that Admiral treated Mr M fairly when it declined the theft claim. I didn't think there were any grounds to require Admiral to consider a second claim for theft after the initial incident.

Malicious damage

- Although Mr M's policy provided cover malicious damage to contents, there was an exclusion which said Admiral won't pay for "*Loss or damage caused by ... any other person lawfully in your home ... unless force and violence was used to enter your home*".
- As above I was satisfied the arrangements made for X to visit Mr M were sufficient to constitute Mr M inviting X to his home. I was also satisfied X didn't use force or violence to enter the home and I was of the view that X didn't re-enter the property after 1 July.
- The issue here was whether X was lawfully in Mr M's home when the items were damaged. Mr M argued that once X became violent and abusive and was asked to leave X became unlawfully in his home when they refused to leave.
- In my view, the exclusion applied to any damage X caused before they were asked to leave. This was because, at that point, X was lawfully on the premises – they were in the home with Mr M's permission until that permission was revoked. I also thought that once permission to be on the premises had been revoked – either through clear words or conduct – X would have been entitled to reasonable time to gather their possessions and leave. I thought in this case 'reasonable time' would be a relatively short period as X was only in Mr M's home as a temporary visitor. Once X left any re-entry would be trespass ie unlawful.

- With this in mind I thought:
 - it was fair for Admiral to apply the exclusion to any malicious damage caused by X before Mr M asked them to leave or caused by X once they had been asked to leave, but before a reasonable period of time had elapsed eg if X had punched or kicked a wall on the way out
 - it was unfair for Admiral to apply the exclusion to any malicious damage caused by X once they had been asked to leave and a reasonable period of time had elapsed or caused by X after they had re-entered the property.
- I thought there were two key questions that needed answering to determine this – when did Mr M ask X to leave and when and how did the damage occur?
- But the difficulty I had was the same as outlined above ie working out what happened when. It wasn't clear precisely when Mr M asked X to leave, what Mr M's conduct was after he asked X to leave (eg did he allow X back in) or when the damage occurred.
- Similar to above, Mr M thought X came back at some point after 1 July and entered his home using a stolen key or fob. Accordingly, he felt the exclusion shouldn't apply to any claim for loss caused by X during this later visit. I again agreed with the principle of Mr M's argument – a later unauthorised visit in my view would be akin to any other burglary/break in and X wouldn't be classed as being lawfully on the premises.
- But my thoughts were the same as outlined above – for the same reasons. I didn't think there was sufficient evidence to conclude that X returned to the property after 1 July. And Mr M had confirmed to the loss adjuster that all the damage happened while he was still at the property. So I thought it was fair to conclude that the damage to the items took place at some point up to 1 July. And it was fair for Admiral to have concluded that the damage occurred when X was lawfully on the premises. Accordingly, I concluded that Admiral treated Mr M fairly when it declined the malicious damage claim. I didn't think there were any grounds to require Admiral to consider a second claim for malicious damage after the initial incident.

Scabies infestation

- Much of Mr M's claim related to an alleged infestation of the mites which cause scabies. I didn't think this fell for cover under the malicious damage section of the policy because if X had scabies it seemed unlikely that they deliberately planned to infest Mr M's flat with the mites. Even if X later acquired a malicious intention, by that point Mr M's home would probably have been infested.
- The only potential part of the policy that would apply was accidental damage – which was defined as "*sudden, unexpected and visible loss or damage which has not been caused deliberately*". But I wasn't persuaded that a scabies infestation fell within this definition because of the need for the damage to be visible.

Bicycle and mobile phone cover

- There was separate cover under the policy for bicycles (a Specialized Allez Elite bicycle @ £1,249) and for specified items (an iPhone 14 Pro Max @ £1,529). It was unclear to me whether either item formed part of Mr M's claim – the loss adjuster referred to a hybrid bicycle @ £2,400 (so it looked to be a different bicycle) and Mr M referred in his

statements to him asking X to give his phone back (it's unclear whether the phone was the one specified in the policy and/or whether it was returned to Mr M).

- There was no specific exclusion under the bicycle or specified items cover relating to theft by someone invited into the property or by someone unlawfully on the premises. However, the policy had a general exclusion (which applied to all parts of the policy) which said Admiral wouldn't cover or be liable for any loss or damage caused by a deliberate or malicious act by anyone lawfully in Mr M's home.
- If the bicycle and phone formed part of Mr M's claim my conclusions outlined above applied equally here ie it seemed likely that they were stolen or damaged at some point up to 1 July and it was fair for Admiral to have concluded that the theft/damage took place when X had been lawfully on the premises.

Alternative accommodation

- Our investigator concluded that this part of the complaint fell outside of our jurisdiction because Mr M had referred the matter to us too late; and Mr M accepted that ruling. I therefore simply made the observation for information purposes that the policy only provided alternative accommodation cover if Mr M's home wasn't fit for him to live in due to loss or damage to his contents resulting from any contents insured risk. In other words, there had to be a valid contents claim for the alternative accommodation cover to apply. And as above, there wasn't a valid theft/malicious damage claim in my opinion.

Claim handling

- The main issue Mr M raised was the length of time it took Admiral to make a decision on the claim and there not being any transparency on Admiral's position throughout the claim.
- Insurers have an obligation to settle claims promptly. It took about eight months for Admiral to confirm its declinature of the claim. Ordinarily that would be too long; however in this case I didn't think the time taken was inherently unreasonable.
- Mr M provided a statement to Admiral's loss adjuster roughly two months into the claim. On the one hand, there was an argument that the statement contained sufficient information about the circumstances for Admiral to have reached a conclusion about X being invited into Mr M's home and/or being lawfully on the premises. Accordingly, Admiral could have decided to decline the claim at that point citing the exclusions I've discussed above.
- However, insurers also have an obligation to settle claims fairly. So, on the other hand, had Admiral declined the claim following Mr M's statement to the loss adjuster there was an argument that it would have done so prematurely and without all the evidence available (eg the police report).
- Overall, I thought it was fair for Admiral to have waited for the police report to get more information on the circumstances before finalising its stance and confirming that to Mr M. This was because there were serious allegations made regarding violence and abuse, and Mr M said in his statement to the loss adjuster that it was difficult to say when the theft happened.

- There was a small delay between Admiral receiving the police report and it confirming its position to Mr M. But Admiral had apologised for that and offered Mr M compensation for any distress and inconvenience caused – which I thought was fair.

Summary

- For the reasons outlined above, I concluded that Admiral didn't treat Mr M unfairly by declining his claim as the loss/damage was most likely caused by someone Mr M had invited on to the premises and/or by someone lawfully on the premises.
- Other points had been made by both parties in relation to other terms in the policy eg the duty of care on a policyholder to prevent damage or loss, and X using deception to enter Mr M's home. I didn't think it was necessary for me to consider these additional points because Admiral only needed one exclusion to apply to avoid liability for the claim and I'd concluded that Admiral didn't act unfairly in declining Mr M's claim based on the exclusions outlined above. So any conclusion I reached on these additional points wouldn't affect the outcome of the complaint.

Responses to my provisional decision.

I haven't received anything further from Admiral.

Mr M didn't agree with my provisional decision. His response concentrated on the accuracy of his statements and X re-entering the property at a later point. In relation to the various statements Mr M said:

- the information he gave the police during the interview on 18 July 2024 should be taken as the most accurate record of what happened
- the discrepancies between this information and the statement given to the loss adjustor on 10 September 2024 were minor – and were due to the passage of time, the lack of sight of the police report and the ongoing trauma of the incident (the latter of which also accounted for errors and confusion in the immediate aftermath, specifically concerning whether he had all the keys)
- the Police and our report incorrectly assigned X's friend as being present for days rather than for a couple of hours
- from the point the sexual activity became non-consensual he made many attempts to get X to leave.

In relation to X returning to his property at a later point Mr M said:

- the evidence strongly points to the theft occurring during a subsequent, unauthorised entry
- the later, unauthorised visit scenario was never the basis of Admiral's investigation – had it been he would have been able to get further statements from the police to confirm the later entrance
- the police report on 12 July confirms he noted that a key was missing
- when the police attended the scene they recommended Mr M change the locks to ensure the security of the property, because they had reason to believe the security had been compromised by a returning intruder.

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.

Mr M's further comments don't persuade me to change my mind because the issues regarding what happened when remain.

Accuracy of the statements

To recap, in my view the main problem with the differing statements was that they undermined Mr M's testimony and made it difficult to piece together what happened when and whether X was 'uninvited' or 'unlawfully on the premises' when the theft/malicious damage occurred.

Whether the variations on the statements were 'minor' or not, I acknowledge that the statements were similar overall. I also acknowledge that Mr M's memory of what happened might be hazy given the events ie the drug taking and the trauma of the physical and sexual assault. And I accept that a person's memory of the specific details might fade over time.

However, this doesn't change the fact that there was a difference in the accounts given as to what happened. And most of the varying statements were given in the immediate aftermath of the event ie between 2 and 24 July – which I think makes Mr M's argument about the discrepancies being due to the passage of time less persuasive.

I note Mr M's comment about the police report and my provisional decision incorrectly saying that X's friend remained in his home for days. In recording what happened, the police report said on 2 July 2024 "*From the 27th – 29th they [ie X and the friend] stayed in the address had sex and took drugs*". I can only base my conclusions on the evidence presented. And I'm satisfied that my description of the information contained in the police report was accurate. If the police report inaccurately recorded what Mr M initially told the police that's something Mr M will need to take up with the police. In any event, even if this specific issue was recorded inaccurately by the police, there were numerous other discrepancies in the five statements.

Finally, I don't dispute that Mr M made attempts to get X to leave his home. However, as I explained in my provisional decision, the difficulty remains in working out when Mr M asked X to leave the property, what Mr M's conduct was when doing so and after he'd asked X to leave, when X left the property and when each item was stolen or damaged,

A second unauthorised entrance

To recap, I agreed with Mr M that if X returned to the property after 1 July without Mr M's permission it would be akin to a burglary/break in and X wouldn't be classed as being invited into the property or lawfully in Mr M's home. However, I didn't think there was sufficient evidence to conclude that X returned to the property after 1 July.

I disagree with Mr M that there's strong evidence to support his view that a theft occurred when X entered his home at some point after 1 July. I said in my provisional decision that I felt there was insufficient evidence to conclude that this happened and having re-reviewed the complaint that remains my view. In fact, I think there's little (or no) persuasive evidence showing that X returned to the property.

I don't think it matters whether or not Admiral investigated this scenario because ultimately it's for Mr M to prove that X re-entered the property – it's not for Admiral to prove that they didn't. When it communicated its decision to Mr M in early 2024 Admiral was clear that its decision to decline the claim was based on the 'invited guests' exclusion. I therefore think

Mr M had sufficient opportunity to obtain further evidence from the police to attempt to prove his assertion that X re-entered the property.

I agree with Mr M that the police report shows on 12 July that he noticed one of his keys missing. However, in his statement to the police on 18 July – which Mr M has argued in response to my provisional decision should be taken as the most accurate record of what happened – he said "*I find all the keys and fobs*". So I don't think it can be concluded from what Mr M told the police that X stole any key or fob, or later used such to re-enter the property.

Overall, it remains my view that there's insufficient evidence to show that X re-entered Mr M's home after 1 July. Accordingly, it remains my view that:

- it's fair to conclude the theft of and damage to the items took place at some point up to 1 July
- there are no grounds for me to require Admiral to consider a second claim for theft and/or malicious damage caused after 1 July.

Summary

For the reasons outlined above, I conclude that Admiral treated Mr M fairly by declining his claim as the loss and damage was most likely caused by someone Mr M had invited into his home and/or by someone lawfully on the premises.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 28 January 2026.

Paul Daniel
Ombudsman