

## **The complaint**

Mr A complains Admiral Insurance (Gibraltar) Limited unfairly declined a malicious damage claim under a Landlord insurance policy.

## **What happened**

Mr A owns a property he rents to tenants. The property was insured by Admiral. Mr A claimed on the policy in 2024 for vandalism and malicious damage after gaining access to the property and finding significant damage in multiple areas (mainly the kitchen and flooring, which was the damage he was asking Admiral to pay for) of the property.

Mr A complains Admiral provided him with incorrect information regarding policy coverage, which resulted in him getting the works done before Admiral began the claim validation process, which meant he had limited information to provide it to support his claim, which Admiral later declined.

Our Investigator didn't recommend the complaint be upheld. She set out, in brief, all parties accept Mr A was provided with incorrect information, but she didn't think this impacted the outcome of the claim, as Mr A's description of the damage he was claiming for was more likely the result of the tenant's negligence/lack of care, as opposed to vandalism or malicious damage. She also considered Admiral's £250 compensation for some poor service was fair.

Mr A didn't agree. He provided an inspection log which he says demonstrates he inspected the property monthly – more regularly than required by Admiral, until the tenant no longer allowed him access to the property. This didn't change the Investigator's view, so the case was passed to me to decide.

## **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 conclusion to that of the Investigator, for the same reasons. This is for the following key reasons:

- There is no compelling supporting evidence that demonstrates Mr A reported the claim to Admiral in October 2024 when calling it to make a general enquiry about policy coverage. But all parties accept Mr A was provided with incorrect information when informed a (fitted) kitchen would be classed as contents. The result of this was Mr A took out contents cover which, as I understand it, was intended to cover the new kitchen he had paid to have installed after the tenant left the property.
- The call recordings available to me demonstrate it's more likely than not Mr A notified Admiral of the claim in December 2024. The policy responds to vandalism and malicious acts by the tenant. The policy doesn't define this, so it's fair to apply the ordinary meanings of the terms. For a claim to succeed, it would need to be demonstrated the damage being claimed for was caused deliberately by the tenant

with the intention of causing Mr A harm. I am satisfied Admiral declined the claim fairly and reasonably. This is for the following key reasons:

- Mr A had the works carried out to the property, he hadn't taken photos of the damage, so there was very limited information for Admiral to consider to validate the claim. I don't find the lack of information on Mr A's part to support his claim was the result of the incorrect advice failing on Admiral's part. I say this because I am not persuaded, on balance, it had received a notification of any claim at this point.
- And in any case, even if Mr A had further information, such as photos of the damage prior to the works, the damage he described to Admiral (such as the tenant trashing the house, missing shelves, a black mess, takeaway boxes everywhere, carpets stained, and a filthy mattress, amongst other things) is consistent with that of the way in which the tenant lived at the property (a lack of care and/or negligence), given damage was widespread, in multiple rooms, and more likely than not caused overtime and by different and isolated incidents.
- For completeness, I've also considered the inspection log Mr A provided in response to the Investigator's view. Admiral considered this in May 2025. It said as this contained limited information, it was unable to use this to validate the claim. I find Admiral's position on this aspect of the claim was reasonable, given the limited information within the log, and based on what I've set out above.
- I've also considered whether other sections of the policy might respond to the claim and I don't find they do. Mr A does have accidental damage cover, but as there is no specific accident, I don't find that section would respond, and if it could be argued it did, there would be a separate policy excess for each specific accident, which is unlikely to assist Mr A given the number and nature of the alleged damages.
- Admiral made service failings which no doubt caused Mr A to experience further distress – over and above what he naturally experienced when finding his property had suffered significant damage. Admiral accepts it misadvised Mr A in October 2024, and it apologised for its unsatisfactory level of communication at other times (failed callbacks, for example). It paid Mr A £250 compensation in total. I find this amount to be fair and reasonable in the circumstances of this complaint. So, I don't require Admiral to increase this.

In conclusion, for the reasons given above, I am satisfied Admiral's decision to decline Mr A's claim was fair and reasonable, and not contrary to the evidence. So, it follows I don't require Admiral to take any further action.

I accept my decision will disappoint Mr A because I recognise his strength of feeling regarding this matter, the distress this matter caused him, and the great deal of effort he's made to support his claim. But my decision ends what we – in attempting to informally resolve his dispute with Admiral – can do for him.

### **My final decision**

I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 17 March 2026.

Liam Hickey  
**Ombudsman**