

## **The complaint**

Mr C has complained that Accredited Insurance (Europe) Ltd ('Accredited') unfairly declined a claim under a home insurance policy.

## **What happened**

Mr C contacted Accredited to make a claim when his bike was stolen from his garage. Accredited considered the claim and declined it. It said force and violence hadn't been used to enter Mr C's home.

When Mr C complained, Accredited maintained its decision to decline the claim. So, Mr C complained to this Service. Our Investigator didn't uphold the complaint. He said the thief had gained entry through an unlocked door. He said there wasn't evidence to show both force and violence was used to gain entry to the property. He said it was reasonable for Accredited to decline the claim.

As Mr C didn't agree it was fair to decline the claim, 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.

The policy explained the cover for theft and said:

*"We will cover loss or damage:*

- a. caused by theft or attempted theft following forced and violent entry to your home; or*
- b. where deception has been used to gain entry to your home."*

I've thought about whether it was reasonable for Accredited to decline the claim on the basis that force and violence wasn't used to gain entry.

It isn't in dispute that Mr C left a door to his home unlocked and that a thief was able to gain entry and steal the bike. This Service would normally say that where the theft part of the policy said force and violence had to be used, turning a handle or opening the door would be considered force. This seemed to be what happened when Mr C's bike was stolen. This Service would normally consider that using some kind of instrument to unlock the door, such as a picklock, would be considered violent. But, I've seen no evidence this was the case here. The thief was able to open the door because it was unlocked. I think it was fair for Accredited to decide violence wasn't used to enter the property.

I'm aware Mr C has said the policy didn't say his home had to be locked during the day and that he had been in and out of the garage throughout the day. The policy explained there was a reasonable care requirement that included:

*“a. You must take all necessary and reasonable steps to prevent or limit accident, injury, loss or damage to your buildings and contents or liability to others.*

*...*

*d. If any security measures are installed to protect the buildings (for example, window locks), you must use these whenever the buildings are left unattended, as well as when everyone in the home has gone to bed for the night.*

*If you make a claim under this policy and we decide that the loss, damage, liability, cost, or expense that led to the claim was caused or made worse by you failing to meet your obligations under this clause, we may refuse to pay the claim or we may reduce the amount of any payment we make for the claim, pay only part of the claim or we may cancel your policy.”*

So, there was a general requirement for necessary and reasonable steps to be taken to prevent or limit loss. I'm aware this wording also referred to all security measures needing to be in use when the building was unattended or when everyone had gone to bed.

The cycle cover Mr C added to the policy to cover his bike also had exclusions that said theft wasn't covered unless:

*“at the time of the theft, the pedal cycle is:*

- i) Securely locked to a solid object which cannot be moved, using a specifically designed bicycle lock; or*
- ii) In a locked building”*

The bike wasn't in a locked building. It also wasn't securely locked to a solid object. It was locked to another bike. So, Mr C didn't comply with the conditions that related to the cycle cover.

I'm also aware Mr C has said the endorsements were contradictory. There was an endorsement for theft that explained the security requirements that needed to be in place when no-one was in the house and when everyone had gone to bed. There was also an endorsement for pedal cycles that explained the type of approved lock that needed to be used depending on the replacement value of the bike. I haven't seen anything that persuades me these endorsements contradicted each other or other wording in the policy.

Based on what I've seen, I think it was reasonable for Accredited to decline the claim. As a result, I don't uphold this complaint or require Accredited to do anything else in relation to it.

**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 C to accept or reject my decision before 1 April 2025.

Louise O'Sullivan  
**Ombudsman**