

The complaint

Mrs B complains that Accredited Insurance (Europe) Ltd declined a claim for malicious damage under her home insurance policy.

Any reference to Accredited includes its agents.

What happened

Mrs B holds a home insurance policy which is provided by Accredited, and the relevant policy year started on 23 August 2023. She made a claim for damage to her property in May 2024. The front door was sloping and there was cracking on walls.

Mrs B was told the damage was caused by the addition of the neighbour's porch. This had been done without planning permission, and the porch had been attached to the load bearing concrete lintel which was shared between the properties. The additional weight caused the lintel and wall to be pulled downwards, causing the damage.

Mrs B first made a claim for accidental damage. But as she had removed this cover at the August 2023 renewal, Accredited didn't consider the claim further. Mrs B then made a claim for malicious damage. But Accredited didn't think the circumstances amounted to malicious damage, as there was no evidence that Mrs B's neighbour had intended to cause damage to her property by constructing the porch. So, Accredited declined the claim as it said there was no insured peril. It said the policy was intended to cover one-off fortuitous events, and it considered the damage to be caused by poor workmanship.

Mrs B didn't agree. She thought Accredited should have used a legal definition for malicious damage, rather than a dictionary definition. She said her neighbour was a competent builder who hadn't obtained planning permission for the porch. So, she maintained that her claim should be covered under the malicious damage section of the policy.

One of our investigators reviewed the complaint. Having done so, she didn't think Accredited had acted unfairly or unreasonably when it declined the claim, for the reasons it did. She didn't think it made a difference which definition was used, as ultimately, there was no evidence of the neighbour intending to damage Mrs B's property or that he had acted recklessly.

Mrs B didn't agree with the investigator's findings. She said that even if her neighbour hadn't intended to cause damage, he had been reckless as to whether her property would be damaged. As no agreement was reached, the complaint has been 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.

Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of this complaint.

Mrs B's policy covers claims for malicious damage, which isn't defined in the policy terms. Where a word isn't defined, it's this service's approach to use the word's ordinary, everyday meaning. Accredited said it used a dictionary definition as follows:

"Malicious damage is damage caused on purpose to the property of another person."

I think Accredited acted fairly and reasonably by using this definition, as having looked online at different definitions, it seems to be in line with the ordinary, everyday meaning of malicious damage.

I haven't seen any persuasive evidence to show that Mrs B's neighbour caused the damage on purpose. He built a porch attached to his own property. I appreciate he was a competent builder, and he didn't have planning permission for the porch. But I don't think these mean that the neighbour built the porch to cause damage to Mrs B's property on purpose. So, I don't think Accredited acted unfairly or unreasonably when it declined the claim.

Mrs B has said that Accredited should have used a legal definition instead. But for the reasons I've set out above, I think the definition Accredited used was fair and reasonable. In any event, I don't think it makes a difference which definition is used. The legal definition Mrs B has shared says the following:

"A person who without lawful excuse destroys or damages any property belonging to another intending to destroy or damage any such property or being reckless as to whether any such property would be destroyed or damaged [...]"

Again, this definition requires evidence of causing damage on purpose or having the intention to cause damage. For the reasons I explained above, I haven't seen any persuasive evidence that this was the case.

Mrs B also says that her neighbour acted recklessly, which she says means that he acted without caring about danger or consequences. But it seems to me that recklessness requires that the neighbour was aware of the risk of damage to Mrs B's property and he took an unreasonable risk regardless of this. I haven't seen persuasive evidence that this was the case. I don't think a failure to obtain planning permission, or Mrs B's neighbour's occupation, show that he was aware that building a porch attached to his property might cause damage to Mrs B's property.

For completeness, I note that Mrs B originally made a claim for accidental damage but Accredited declined this as she had removed this cover from her policy from August 2023 onwards. However, it's not clear when the damage actually occurred – which is relevant to a claim. If Mrs B thinks the damage happened whilst she held accidental damage cover, and she thinks this meets the policy definition of accidental damage, she can ask Accredited to reconsider the claim on this basis. But I make no finding on this, as there is currently not enough evidence for me to do so.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or

reject my decision before 20 January 2026.

Renja Anderson
Ombudsman