

The complaint

Mr G and Mrs M complain Accredited Insurance (Europe) Ltd unfairly voided their home insurance policy following a theft claim.

What happened

In June 2024 Mr G and Mrs M took out a home insurance policy with Accredited. In November 2024 they reported a theft claim following a burglary. In May 2025 Accredited said it would void the policy, decline the claim and refund the premiums because Mr G and Mrs M hadn't taken reasonable care to answer its questions at policy inception.

Mr G and Mrs M complained. Accredited didn't change its decision so they asked our Service for an independent review. The Investigator didn't recommend the complaint should be upheld because she was satisfied Accredited had treated Mr G and Mrs M fairly. Mr G and Mrs M didn't agree so 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.

Accredited say Mr G and Mrs M didn't take reasonable care when answering its questions when the policy was taken out online. In particular, the question: "*Do you have any valuables or personal items worth over £2,000 each (not including bicycles)?*". Mr G and Mrs M answered 'yes' and declared two rings valued at £2,500 each.

Accredited says, in brief, Mr G and Mrs M had 14 valuable items worth over £2,000 each, with a total value of over £40,000. Mr G and Mrs M say, in brief, they declared all the items they judged to be worth more than £2,000, i.e. the two rings. And they question Accredited's valuation and say they will accept £10,000 which is the unspecified valuables limit.

I find Accredited's conclusion that Mr G and Mrs M didn't take reasonable care is a fair one and not contrary to the evidence. I say this because the onus was on them to establish the value of their items and while they dispute Accredited's professional valuation (which I find appropriately detailed) they haven't provided any compelling evidence to rebut it.

Further, many of the valuations are significantly more than £2,000, so the difference is material. I recognise Mr G and Mrs M say they used their best judgement. But the policy requires more than that. Given the nature of the items and the time they'd had some of them, they ought to have done more to ensure they took reasonable care to answer the question.

I'm satisfied Accredited's question was clear, that the cover Mr G and Mrs M received matched the answers they provided, and that Accredited made clear the importance and potential consequences of the answers being incorrect, incomplete or omitted, including by setting out the following statement:

“If your information is not correct, we may reject your claim or only pay part of it. Or, we may cancel your insurance policy or declare it to be void and so treat it as though it never existed.”

Accredited has provided underwriting data to show it wouldn't have offered the policy at all had it known Mr G and Mrs M had such a high value of items worth more than £2,000. Accredited has therefore been negatively impacted by Mr G and Mrs M not taking reasonable care when answering the question(s) they were asked.

The Consumer Insurance (Disclosure and Representations) Act 2012 (“CIDRA”) doesn't apply because there was no qualifying misrepresentation, but I find its remedy principles to be helpful. And I'm satisfied Accredited's actions are in line with CIDRA principles because they return both parties to the position prior to policy inception.

I have a great deal of sympathy for Mr G and Mrs M as I recognise the burglary has had a substantial impact. But I must approach this matter objectively and having done so, I find Accredited treated them fairly and reasonably by voiding the policy, declining the claim and refunding the premiums. It follows I don't uphold this complaint.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G and Mrs M to accept or reject my decision before 12 November 2025.

James Langford
Ombudsman