

The complaint

Ms W complains that Accredited Insurance (Europe) Ltd ('Accredited') unfairly declined her burglary insurance claim.

What happened

Ms W held a home insurance policy with Accredited. She raised a claim following a burglary at her home in July 2024 and said the thief had entered through a window after prying it open and damaging it. Accredited declined to cover the claim and said their expert had inspected the window and concluded there was no evidence of forced and violent entry. When Ms W raised a complaint and Accredited maintained their claim stance, she brought it to this Service.

An Investigator looked at what had happened and recommended the complaint should be upheld. He said he was persuaded the evidence demonstrated it was more likely than not the burglary involved forced and violent entry. The Investigator recommended that Accredited reconsider the claim, pay 8% interest on any claim settlement, and pay £100 compensation for distress and inconvenience.

Accredited did not agree with the Investigator's conclusions. They said the report Ms W relied on was not from a qualified glazing repair specialist and they said their own expert held a plethora of qualifications and accreditations so felt their expert was more persuasive. They maintained that their own expert concluded the damage to the window was a result of mechanical failure due to age deterioration and confirmed no forced entry to the window.

Accredited asked for an Ombudsman to consider the complaint – so, it's 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.

Having done so, I've reached the same overall conclusion as the Investigator, and I uphold this complaint. I have set out my reasons below.

The crux of this complaint is not whether a burglary occurred; it is whether the available evidence supports Accredited's decision to decline cover as they say there was no force or violence when the theft occurred. The relevant policy terms say:

"Theft or attempted theft

We will cover loss or damage:

a. Caused by theft or attempted theft following forced or violent entry to your home."

The main evidence relied upon by Accredited in this complaint is an inspection report which concluded that the window's hinges had deteriorated through age and normal operation, and it said there was no evidence of forced entry. I've considered the report carefully, but I find

that it only provides a conclusion, it does not explain how hinge deterioration would cause the deformation shown in Ms W's photos, or why the damage pattern was consistent with gradual failure rather than forced loading.

Accredited also provided a second desktop report which concluded that there were no visible marks that would be expected if a window had been forced open. And that while the hinges were bent, this also could have occurred if the window was left on its latch and then pulled from the outside.

But I do not consider this to be determinative that force was not used; the report only establishes that force may not have been applied in a particular way. And while this report does provide an alternative explanation as to how damage could have occurred, this is expressly a hypothetical possibility concluded on a desktop analysis. Importantly, the report also concludes that the cause of the damage is unknown and that damage consistent with a break-in cannot be confirmed. I do not consider that this is the same evidence required to show that, on balance, deterioration was more likely the cause of the damage.

Ms W has provided a report from her own expert and photos of the window. Her report states that the hinges were bent which prevented it from opening and closing correctly, and that the damage indicated that the window was forced open with pressure, consistent with forced entry. The photos also showed pit marks and deformation along one side of the window opening.

I note that Accredited has focused on the qualifications of Ms W's expert rather than explaining how gradual deterioration would produce the overall condition of the window, but I should make it clear that my role is not to decide this complaint by reference to the qualifications or status of one expert over another alone. Instead, I am required to consider the reasoning provided within their reports and decide which evidence I am more persuaded by. In this instance, I am more persuaded by the conclusions reached in the inspection report relied on by Ms W. I say this because Ms W's report sets out a coherent explanation of the mechanism of how the damage likely occurred, whereas the reports relied on by Accredited largely rely on the absence of certain expected markers rather than a positive account of what happened.

Ultimately, the policy terms require Ms W to demonstrate that forced or violent entry occurred in order for the claim to fall into cover. And having considered the available evidence as a whole, I'm satisfied that Ms W has done this. In relation to Accredited's alternative explanation; it is not enough just to show that another cause is possible, the evidence would need to show that deterioration was more likely than not to have caused the damage. And I am not persuaded that the evidence Accredited relies on demonstrates this.

Putting things right

I have reached the same overall conclusion as the Investigator, and I will require Accredited to reconsider the claim in line with the remaining policy terms. I also direct them to pay £100 compensation for the distress and inconvenience caused by their handling of the claim.

However, I must make it clear that I will not be telling Accredited on how to settle the claim itself or to direct them to add 8% interest to any claims settlement that might be paid. This is because my decision focuses on the decline of the claim itself which I feel they should reconsider, it is not a finding that they should pay a claim at this stage. Therefore, an award of interest would be premature and inappropriate at this stage.

My final decision

For the reasons I have set out above, my final decision is that I uphold Ms W's complaint. I direct Accredited Insurance (Europe) Ltd to:

- Reassess the claim in line with the remaining terms and conditions of the policy; and
- Pay £100 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms W to accept or reject my decision before 23 March 2026.

Stephen Howard
Ombudsman