

## The complaint

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

## What happened

Mr R made a claim when his bike was stolen from his utility room. Accredited assessed the claim and declined it. It said the policy required evidence of force and violence for a theft claim to be considered. Mr R had left the door to his garage ajar, which was how the thief gained access. So, it said there wasn't cover under the policy.

When Mr R complained, Accredited maintained its decision to decline the claim. It said the policy wording explained what was covered under the theft peril. When Mr R contacted Accredited about the claim, he explained that he had left a door open. A burglar entered the utility room and stole the bike. As there was no evidence of forced and violent entry, as referenced in the policy wording, it was satisfied the claim had been correctly declined.

Mr R complained to this Service. Our Investigator didn't uphold the complaint. She said the policy wording said force and violence needed to be used to gain entry to the property for a claim to be covered. Mr R told Accredited he had left a door unlocked and open, which was how the thief had gained entry. She said it was reasonable for Accredited to decline the claim.

As Mr R didn't agree, 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 relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So, I've thought about this complaint in that context.

It isn't in dispute that Mr R left a door unlocked and open and that this was how the thief gained entry to his property. He told Accredited he had been washing his car and went into his home to use the toilet and left a door ajar. The thief entered through that door and stole the bike from the utility room.

I've looked at the policy wording to see what this said about cover for theft under the policy. This was:

*"Theft or attempted theft*

*We will cover loss or damage to your contents while they are in your home if:*

*a. this was caused by theft or attempted theft following forced and violent entry to your home”*

I think this requirement is fairly common in policies of this type. It is also for an insurer to decide the level of risk it is willing to cover. I also note that the policy schedule said it should be read in conjunction with the specific terms for each part of the policy. An endorsement in the policy schedule also directed Mr R to read the full details of the theft cover and exclusions that applied.

Mr R has said the door was left ajar but the thief had to pull the door to gain entry. This Service would typically interpret force as some form of action or energy being applied to something. So, I think pulling a door could be considered force. However, the policy also required violence to be used. We would generally consider this to be a person using force over and above what would usually be necessary. I haven't seen evidence that violence was used to gain entry to the property. The door was unlocked and open and only required pulling for the thief to gain entry. So, I think it was fair for Accredited to decide the bike wasn't stolen in circumstances covered by the policy as both force and violence weren't used to gain entry.

I'm aware Mr R has said the theft would have been covered if the bike had been stolen from the garden. The section of the policy "*Contents in the open and within the boundaries of your home*" said the policy didn't cover "*theft of pedal cycles unless they are securely locked to a solid object which cannot be moved*". So, there were also security requirements where a bike was at the property but in the open. But, given the bike wasn't stolen in these circumstances, I haven't considered this any further.

So, having looked at what happened, I think it was reasonable for Accredited to decline the claim because entry wasn't gained to Mr R's property using force and violence.

### **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 R to accept or reject my decision before 18 February 2026.

Louise O'Sullivan  
**Ombudsman**