

The complaint

Miss N and Mr V complain esure Insurance Limited trading as Sheilas' Wheels unfairly declined a claim against their home insurance policy.

What happened

The background to the complaint is known to all parties, so I won't repeat it in detail. In my decision I'll mainly focus on giving the reasons for reaching the outcome I have.

In summary, Miss N and Mr V's back door key got stuck in the lock in December 2021. They say the door couldn't lock, so they contacted a locksmith who removed it, found a component was broken, and fitted temporary locks to secure the door.

Miss N and Mr V checked their home insurance with esure and found it covered external locks, so they made a claim.

esure considered the claim but declined it. They say the external locks section of the policy only covers lost or stolen keys, which didn't happen. They say the lock failed due to wear and tear, a mechanical part broke down which isn't covered, and it could be due to an inherent fault. Miss N and Mr V weren't happy and complained. They say the door was only three years old, didn't agree the lock had a problem before or had deteriorated, and felt the accidental damage section of the policy should respond.

esure responded to the complaint maintaining their position, and Miss N and Mr V approached our service. After this, esure and Miss N and Mr V provided their own reports on the most likely cause of the incident. Our investigator considered this, and recommended esure pays the claim under the accidental damage section of the policy.

esure didn't agree, so the case was 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.

A key finding I must make is whether I'm most persuaded that the lock failed over time due to age deterioration and wear and tear. Or, if accidental damage was the main cause.

This is a very finely balanced case involving split opinions on the most likely cause from experts. But, having considered everything, I'm most persuaded the accidental damage section of the policy should respond here. As such, I'll be directing esure to settle the claim and I'll explain why.

esure's report says no evidence of an insured peril was found, and the cause of the incident was the result of age deterioration. Whereas, Miss N and Mr V's independent report says given the age of the door being only three years old, wear and tear wasn't the cause. Rather, it was due to a sudden, one-off fault, that caused the door to fail.

Having weighed everything up, I find it less likely a three-year-old door would simply fail in operation with the main cause being the result of age deterioration and wear and tear – without there being an external factor, such as a sudden, unexpected incident. Miss N and Mr V say the door had no issues prior to the key getting stuck in the door. I find their testimony plausible and have no reason to doubt this – particularly given the age of the door neither party has disputed.

For clarity, the policy defines accidental damage as: *'single, sudden, unexpected and physical damage which was not deliberate.'* The policy goes on to say esure will pay for accidental damage as a direct result of a single, unexpected, and unintended event which is not the result of any causes listed as perils within the policy.

esure also say the general exclusions that apply to the whole policy say the costs of replacing or repairing electrical or mechanical equipment that has broken down or was misused isn't covered. But I don't think it would be fair or reasonable to conclude a broken lock should be considered as *'mechanical equipment'*.

It appears the most likely scenario here points to Miss N and Mr V causing accidental damage when turning the key which got stuck and couldn't be removed, causing damage. And it's fair to say, on balance, this was a single, unexpected, and unintended event – which wasn't deliberate.

Putting things right

esure must now meet the claim reported by Miss N and Mr V under the accidental damage section of the policy.

My final decision

My final decision is I uphold it. I now require esure Insurance Limited trading as Sheilas' Wheels to settle Miss N and Mr V's claim in line with the remaining policy terms and conditions.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss N and Mr V to accept or reject my decision before 24 August 2022.

Liam Hickey
Ombudsman