

The complaint

Mr and Mrs S complain that esure Insurance Limited ('esure') unfairly declined their claim for items destroyed in a fire at their property.

What happened

Mr and Mrs S made a claim on their contents insurance policy following a fire in their garden. The fire destroyed their shed and all of the contents, including: car roof bars; car jack; three trolley car jacks; spark plug wrench and axle stands.

Esure declined to pay for these items on the basis that they were vehicle accessories. Esure explained that while '*accessories*' isn't defined in the policy terms, the items could only be used in relation to a motor vehicle, so they are therefore considered to be vehicle accessories. In esure's view the items have only one use and that is alongside a motor vehicle.

Mr and Mrs S accepted that the roof bars are an accessory as they can be fitted to the car, and the car jack could be an accessory as it was supplied with and carried within the vehicle. However, Mr S explained that as the remaining items (the 'disputed items') don't form part of the vehicle and are not designed to be carried or fitted to the vehicle, they should be covered by policy.

Mr and Mrs S referred a complaint to this service. Their complaint was considered by one of our investigators who concluded that it should be upheld. In her view, the disputed items didn't add any value to the vehicle and were not integral to the functioning of the vehicle, so couldn't reasonably be considered parts and accessories.

Mr and Mrs S agreed with our investigator, but esure did not. It repeated its view that the items were for use with a motor vehicle and have no other use without a motor vehicle, so are not covered under the policy.

As esure didn't agree with our investigator's view, the complaint has been passed to me for a final decision to be made.

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.

Mr and Mrs S' policy provides cover for the repair or replacement of their contents in their outbuildings which are lost or damaged by fire. However, under the heading: '*General exclusions which apply to this policy*', '*Other exclusions*' the policy terms exclude from cover:

'Motor Vehicles, caravans, trailers, boats, canoes, personal watercraft, surfboards, sailboards, hovercraft, aircraft, gliders and any parts and accessories which are designed to be used with any of these'

Esure's argument is that the disputed items are motor vehicle parts or accessories as they

have no use other than in relation to a motor vehicle. However, I disagree.

As our investigator explained, '*parts and accessories*', when given their plain meaning, refer to something that forms part of the vehicle, or enhances the vehicle in some way. The Oxford English Dictionary defines '*accessory*' as: '*a thing which can be added to something else in order to make it more useful, versatile, or attractive*'.

It's therefore not relevant whether the disputed items can or cannot be used, otherwise than in connection with a motor vehicle. The exclusion doesn't exclude items that can only be used in relation to a motor vehicle (such as tools). It excludes parts or accessories which are designed to be used with a motor vehicle. And for the reasons I've given, I don't agree that the disputed items can fairly be described as parts or accessories. It therefore follows that esure have unfairly and unreasonably declined Mr and Mrs S' claim.

Putting things right

For the reasons I've set out above I uphold this complaint and require esure Insurance Limited to:

- settle Mr and Mrs S' claim for the three trolley car jacks; spark plug wrench and axle stands in line with the remaining terms and conditions of the policy; and
- add interest at a rate of 8% simple to any cash settlement it makes for these items, calculated from the date of the claim until the date of settlement. (**Note:** If esure Insurance Limited considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Mr and Mrs S how much it's taken off. It should also give Mr and Mrs S a certificate showing this if they ask for one, so they can reclaim the tax from HM Revenue & Customs if appropriate).

My final decision

My final decision is that I uphold this complaint and require esure Insurance Limited to pay the awards detailed above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs S to accept or reject my decision before 23 March 2023.

Carolyn Harwood
Ombudsman