

complaint

Mrs Q complained because esure Insurance Limited declined her claim for two motorcycle helmets.

background

I issued a provisional decision which set out the background to this complaint and the reasons why I was minded to uphold it. A copy of my provisional decision is attached and forms part of my final decision.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Both parties accepted my provisional decision. My final decision therefore remains as outlined in my provisional decision – for the same reasons.

my final decision

My final decision is that I uphold this complaint. I require esure Insurance Limited to settle Mrs Q's claim for the helmets in line with the remaining terms and conditions of the policy. I also require esure Insurance Limited to add interest at a rate of 8% simple to any cash settlement it makes in this respect, calculated from the date of the claim. I make no other award against esure insurance Limited.

Paul Daniel
ombudsman

PROVISIONAL DECISION

complaint

Mrs Q complained because esure Insurance Limited declined her claim for two motorcycle helmets.

background

Mrs Q reported a claim on her home insurance policy following a burglary. Amongst the items stolen were two motorcycle helmets. Esure declined to pay for the helmets as it felt they were motor vehicle accessories and therefore not part of the contents. Mrs Q complained about esure's decision. She felt the helmets were not accessories but were protective items of clothing (similar to leathers, gloves or boots).

Our adjudicator concluded that the complaint should not be upheld. In summary, he felt esure's decision was fair as the helmets were accessories and the policy did not provide cover for them. Mrs Q rejected our adjudicator's conclusion. In addition to her initial argument, she felt the definition of contents in the policy was ambiguous and should therefore be interpreted in her favour.

my provisional findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Mrs Q's policy provided cover for contents (essentially household goods and high risk items) whilst in her home. The terms 'household goods' and 'high risk items' were defined in the policy. Of relevance to this complaint, the definitions for both terms explained that neither included motor vehicles (which included motor cycles) and any parts or accessories which are designed to be used with them. Esure's argument is essentially that the helmets were motorcycle accessories and, therefore, did not fall within the policy definition of 'household goods' or 'high risk items'.

I am satisfied that a motorcycle helmet is something that is designed to be used with a motorcycle. However, I am not persuaded that it could be fairly described as being an accessory. In my view, an accessory is something that can be added to a vehicle to add to its appearance, value or functionality. Examples include tow bars, roof racks or panniers. A helmet is neither of these things. An accessory could also include items that are necessary to the functioning of the vehicle. However, a motorcycle will still function without a helmet.

Of the two arguments presented, I am more persuaded by Mrs Q's ie that a helmet is more akin to an item of clothing worn whilst riding a motorbike. I acknowledge that it is unlikely to be used for any reason other than for safety whilst riding a motor bike, but that does not in my opinion mean that it is a motorcycle accessory.

I therefore conclude that esure's decision to decline to pay for the helmets for the reason it did was unfair and unreasonable.

my provisional decision

My provisional decision is that I uphold this complaint. I am minded to require esure Insurance Limited to settle Mrs Q's claim for the helmets in line with the remaining terms and conditions of the policy. I am also minded to require esure Insurance Limited to add interest at a rate of 8% simple to any cash settlement it makes in this respect, calculated from the date of the claim. I am not minded to make any other award against esure insurance Limited.

The parties now have until 7 February 2014 to make further comments before I issue my final decision. To avoid raising expectations, they should note that I might depart from my provisional conclusions – either wholly or in part – depending on the comments I receive. If either party is prepared to accept my provisional decision in settlement of this matter they should inform us as early as possible.

Paul Daniel
ombudsman