

The complaint

Mr D complains that Covea Insurance plc have declined his claim for damage to his garden fence after some trees fell on it during a storm.

What happened

Mr D held a buildings insurance policy with Covea.

In February 2022 Mr D made a claim under the policy as his fence was destroyed when some trees in the neighbouring woodland blew down in a storm.

Mr D tried to cut the trees up and remove them trees himself, and was able to remove three of the seven, but couldn't remove the remaining four and so he notified Covea.

Covea declined the claim straightaway. They said that the claim was excluded under the policy as the damage to the fences was caused by a storm.

Mr D was unhappy with this and complained. Covea said in their final response that the damage to the fence is storm related and the policy doesn't cover the removal of trees. Mr D brought his complaint to us. He said that he thought it should be covered by the policy as the damage was caused by the falling trees, which were covered, not by the storm.

One of our investigators has looked into Mr D's complaint and he thought that Covea hadn't acted in line with the terms of the policy. He thought they should settle the claim.

Covea disagreed with our investigator's view, and so the case has come to me to review.

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.

In this case I have to consider whether Covea have decided the claim in line with the terms and conditions of the policy and come to a fair and reasonable decision in doing so. I have upheld Mr D's complaint, and I will explain why.

Mr D's policy covers him for loss or damage caused to buildings as follows:

"Loss or damage

Any loss of or damage to your buildings, including:

- *loss or damage caused by falling trees, branches, lamp posts, telegraph poles, electricity pylons, poles or overhead cables. This includes the cost of removing the fallen object which has caused the loss or damage."*

So, I'm satisfied that the falling trees from the adjacent woodland is an insurable event within the terms of the policy. So, I've then looked to see if the damage that has occurred is covered under the policy.

"Buildings" which is defined in the policy as:

"Your home or your new home, and it's permanent fixtures and fittings, boundary and garden walls, gates, hedges, paths, terraces, drives, patios, permanently built swimming or ornamental pools and their covers, tennis courts, cables, underground pipes and inspection covers, septic tanks and central-heating gas or oil tanks all forming part of the property for which you are legally responsible. These must all be at the address shown in your Schedule."

On that basis I'm also satisfied that the perimeter fences which have been damaged are covered under the terms of the policy as they fall in the definition of buildings.

I can see that Covea have sought to exclude the claim by relying on the following terms in the policy:

"We do not cover the following

- storm or flood to timber gates, fences and hedges;'*
- Lopping, topping or felling of trees on your property. "*

I have thought about this, but I don't consider that these exclusion terms have been fairly applied by Covea.

I'm satisfied that the damage to the fence is as a result of falling trees, which are included in the policy, not by the storm itself.

This exclusion appears separately in the policy from the main cover and I think the intention is to exclude fences, gates and hedges that are damaged by the storm weather itself, ie being blown down or swept away. There is no evidence here to suggest that the fence would have been affected by the storm had the trees not fallen on it. I also think that If the policy had intended to exclude damage caused by trees or other items falling due to a storm it would have said so.

The second exclusion quoted by Covea relates to lopping, topping or felling trees. These are all aspects of tree surgery, but again I don't think they apply here as the trees in question are already on the ground, and don't require lopping, topping or felling. They only require removal, which I consider is included in the included in the terms of cover above as *"removing the fallen object which has caused the loss or damage."*

So, for the reasons above I am upholding Mr D's complaint.

Putting things right

I think that Covea should settle Mr D's claim in line with the other terms and conditions of the policy.

My final decision

My decision is that I uphold Mr D's complaint, and direct Covea Insurance plc to put things right as above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 24 October 2022.

Joanne Ward
Ombudsman