

The complaint

Mrs N is unhappy with the decision made by Amtrust Europe Limited following a claim for storm damage on her home insurance policy for her rental property.

Mrs N is being represented by Mr H in her complaint. For clarity, I have referred to Mrs N throughout this final decision.

What happened

Mrs N held a home insurance policy with Amtrust for her rental property. The policy terms explained the policy would cover storm damage. The exclusions section for storm damage explained the policy would not cover damage caused *'To walls, gates, fences, hedges or any moveable property in the open.'*

In January 2024 Mrs N contacted Amtrust to report damage to her fence panels and posts following stormy weather conditions. Amtrust accepted stormy weather conditions had been present around the time the damage happened. But Mrs N's claim was declined on the basis of the damage being excluded by the policy terms.

Mrs N was unhappy with this decision, and so brought her complaint to the Financial Ombudsman Service for investigation. The investigator found that Amtrust had acted fairly in declining Mrs N's claim based on the policy terms. Mrs N strongly disagreed with these findings. As the complaint couldn't be resolved it was passed to me for decision.

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.

I'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that's happened or been argued is set out above, I've read and considered everything that's been provided.

Mrs N feels strongly that her evidence and version of events hasn't been given proper consideration when assessing her claim. When we investigate a complaint about an insurer's decision on a claim, our role is to consider whether the insurer handled the claim in a fair and reasonable manner. To decline Mrs N's claim, I would need to be satisfied that Amtrust has acted fairly and reasonably in its application of the policy terms.

It's not disputed that there were stormy weather conditions present around the time of the reported damage. The question now relates to whether Amtrust has acted fairly and reasonably in applying the policy exclusion as a reason for declining Mrs N's claim. And having considered the evidence, I'm persuaded it has. I'll explain why.

I've seen that the policy would not cover damage caused *'To walls, gates, fences, hedges or any moveable property in the open.'* I've carefully considered the videos Mrs N has sent,

along with her strong representations about the damage being claimed for relating to the concrete poles- not the actual fence panels.

It's evident from the videos Mrs N has sent that damage can be seen to both the concrete poles, and fence panels. It's not disputed that the policy specifically excludes damage caused to the fence panels, as '*fences*' is specifically referred to as an exclusion. I've considered whether Amtrust ought to have covered the claim for the concrete poles only. But I don't agree this would be a fair resolution in the circumstances.

I say this because the concrete poles form part of the structure of the fence itself. And the purpose of the insurance would be to put Mrs N back into the position she would be in had the damage not happened. This would be impractical to do without replacing the fence panels- which are not covered. So I'm satisfied Amtrust's decision to decline Mrs N's claim is fair based on the policy terms.

I appreciate that this will come as a great disappointment to Mrs N. But insurance policies do not cover every eventuality, and this is one of those circumstances, where the damage isn't covered by the policy. Because of this, I won't be asking Amtrust to do anything in settlement of this complaint.

My final decision

For the reasons provided I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs N to accept or reject my decision before 25 July 2024.

Neeta Karelia
Ombudsman