

## **The complaint**

Mrs H complains that Ageas Insurance Limited (“Ageas”) declined a claim she made on her home insurance policy following a storm.

## **What happened**

Mrs H has a home insurance policy with Ageas. It provides cover for damage caused by fire, explosion, smoke, and storm or flood; amongst other things.

In January 2024 there were strong winds which caused Mrs H's fence to blow down. She reported the matter to Ageas and it instructed a surveyor to validate the claim.

Following the inspection Ageas declined the claim. It said the reason the fence was damaged was due to wear and tear, and not the bad weather. Mrs H didn't agree. She said her garden has to be kept to a certain standard since she has a disabled family member. So, she says, it wasn't possible for there to be wear and tear.

Mrs H wants Ageas to reimburse her for the cost of repairing the damage to her fence. So she complained to Ageas.

Ageas said there were storm conditions at the time of the damage to Mrs H's fence and so a surveyor was appointed to validate the claim. The surveyor assessed the damage and concluded it was due to a gradual weakening. As gradual damage isn't covered under the terms of the policy the claim was declined.

Mrs H didn't agree. She maintained her fence was in good condition prior to the storm and so thinks the damage should be covered by Ageas. Mrs H referred her complaint to the Financial Ombudsman.

One of our investigators looked into things for her. She considered the evidence including the surveyor's report. She said she didn't think there was a valid claim under the terms of the policy and so the claim had been declined fairly and reasonably.

Mrs H didn't agree. She said she was told she would be covered for the damage and when the surveyor attended he didn't look at both sides of the fence or consider the leaf mesh screening was lightweight and had been up for a number of years.

Because Mrs H didn't agree the complaint has come 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.

I can see this matter and its consequences have had a significant impact on Mrs H. I've no doubt Mrs H has done all she can to try and prove her claim and has acted in good faith when reporting the matter to her insurer. I can understand why she thought her claim would

be covered by the terms of the policy and so when the claim was declined I think it would have both shocked and upset her.

I'm sorry Mrs H finds herself in the situation she is in, with a damaged fence that she will have to pay to repair; I understand it must be worrying for her. However, having considered the evidence carefully, I'm not upholding the complaint. I'll explain why.

Not all damage a home sustains is covered by a home insurance policy. In order for there to be a valid claim under an insurance policy, the damage must have occurred as a result of an 'insured peril'. These 'perils', or events, are specified in every policy and include reasons such as theft, fire, and storm damage. If the damage being claimed for can't be said to be as a result of one of these perils, then there can be no valid claim from the start.

### *The claim*

Mrs H is claiming for damage to her fence that occurred during a storm. Ageas say the damage isn't covered under the policy.

I've checked the terms of the policy and it says the following;

"What is covered - *Storm or flood.*  
What is not covered

*Anything that happens gradually*

*Loss or damage, other than flood losses, caused by wind or rain that does not meet the definition of storm as set out under the definition of terms."*

Mrs H is claiming for damage caused by a storm – and this is listed in the policy. So I've looked at how the policy defines a storm. It says a storm is,

*"strong winds in excess of 47 knots (54mph) that may be accompanied by heavy rain of 25mm or more in a 24-hour period, snow or sleet."*

Having reviewed the information provided I'm satisfied there was a storm in the location of Mrs H's home in January 2024. But to uphold Mrs H's complaint I'd need to be persuaded that this was the main cause of the damage to Mrs H's fence. And having reviewed everything carefully I don't think it was.

Ageas say the damage to the fence wasn't as a result of the storm. The surveyor noted there was an artificial leaf mesh screen covering the whole fence and there was movement in the fence. So concluded the cause of damage was due to a gradual weakening. I've seen the photographs contained within the report and they appear to support this.

The information in the report is detailed and I'm persuaded by what it says. I also haven't seen any firm evidence that the expert's report is incorrect.

Mrs H says she had to keep her garden in good condition and I've no doubt that's the case. The fence may have continued to be fine for decades to come but for the storm. But on review of the evidence I think, on balance, it's more likely that the storm highlighted the gradual weakening of the fence.

So, while there may have been a storm which resulted in damage to the fence, this was only possible because there was a weakening already.

Ageas tried to assist by seeing if the claim could be covered under other sections of the policy. It asked Mrs H for evidence she was liable for the fence but, unfortunately, she wasn't able to provide any. So, it's unlikely Ageas will be able to consider the claim however I'm pleased to see it has tried to assist Mrs H by looking at other ways her fence might be covered.

I know my decision will be disappointing to Mrs H who has had to pay in order to have her fence repaired. But having considered everything I don't think Ageas has acted unfairly or unreasonably rejected Mrs H's claim. It made its decision based on the evidence it had.

### **My final decision**

For the reasons I've explained I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 27 August 2024.

Kiran Clair  
**Ombudsman**