

The complaint

Mr S complains about the decline of his buildings insurance claim by Ageas Insurance Limited.

Ageas are the underwriters (insurers) of this policy. Part of this complaint concerns the actions of their appointed agents. As Ageas have accepted they are accountable for their appointed agents, in my decision, any reference to Ageas includes the actions of their appointed agents.

What happened

The background to this complaint is well known to Mr S and Ageas. In my decision, I'll focus mainly on giving the reasons for reaching the outcome that I have.

Mr S made a claim on his buildings insurance policy for damage from a fallen tree. Ageas declined the claim and Mr S raised a complaint. Our Investigator considered the complaint and recommended that it be partially upheld. Ageas accepted the recommendations, but as Mr S didn't, the complaint has been referred to me for a final 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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

The scope of my decision

Mr S previously referred a complaint to our Service and received an Investigator's assessment, not upholding his complaint. In that assessment, the Investigator outlined that they were only considering events up until a final response letter dated 5 January 2024. This decision only considers events raised with Ageas and dealt with under the final response letter dated 3 June 2024. Primarily, that response dealt with damage being claimed for caused by a fallen tree.

I haven't seen evidence that the dispute around the patio and shed formed part of the final response that I'm considering here (3 June 2024), but as our Investigator considered these items, made recommendations and Ageas accepted them – I've considered them as part of this decision. This is in the interests of bringing this dispute to a conclusion.

I've noted that the original claim was made as a result of a storm, but this claim has been considered under section 4 – '*damage to property caused by moving objects*'. This means whether or not there were storm conditions at the time of the loss event isn't a main consideration I'll be making. I make this point having considered weather conditions around the time of the loss event and Mr S' recent response to our Investigator's opinion.

The fence claim

In their final response letter, Ageas referred to damage to fences being excluded under section 4. Having reviewed the policy terms, I find this policy term was clear and has been applied fairly in relation to damage to the fence.

Mr S says that fences are referred to under the definition of 'buildings'. He is correct. But this doesn't mean that a claim for damage to a fence automatically succeeds. I say this because the policy definition doesn't override and policy exclusions or limitations. To look at this differently, other sections of the policy don't specifically exclude cover for fences eg: section 3, vandalism.

Generally, policy definitions allow for more concise policy terms. In the absence of policy definitions, terms may be unclear or much longer than they otherwise would be. a different section of cover is provided by.

Other garden items

Ageas reviewed images provided of a water feature and trellis. They argued that these features were not cemented into the ground and therefore they didn't regard them to be permanent features that would fall under the buildings definition in the policy. Having reviewed the evidence, I find that the trellis was a permanent feature of the garden. I say this given its' age and structure.

Our Investigator recommended that Ageas resolve the outstanding patio and shed parts of the claim. I find their recommendations to be fair, reasonable and proportionate.

After our Investigator's assessment, he clarified that Mr S was also claiming for other items, including a water feature and cable. Whilst I've considered what Mr S has recently told us about the fountain, I find the position taken by Ageas (this would fall under contents) when declining it to fair and reasonable. This isn't a contradiction of the successful claim for the trellis - but I accept how it might be interpreted as such.

The service provided

It's clear that Ageas have caused avoidable trouble and upset at various points during the course of this claim. For example, when causing delays by refusing to accept the claims for permanent features of his garden – despite Mr S providing a reasonable explanation for their consideration. I find that Ageas need to take further action to recognise the impact of their actions.

Putting things right

Ageas have previously accepted our Investigator's recommendations, but I note they recently raised issue with them.

For completeness, they now need to:

- Appoint their own contractors to replace the damaged patio slabs. If the new slabs can't be blended with the remaining slabs, Ageas should replace the full patio but would be entitled to a contribution from Mr S of 50% of the cost of replacing the undamaged slabs.
- Pay Mr S £700.24 for the shed part of the claim (this includes a deduction of monies

already paid). Add 8% simple interest per annum to this amount, to be calculated from the date payment was originally made until the date the further claim settlement is made.

- Reconsider the claim for the trellis in line with the remaining policy terms.
- Pay Mr S £200 in recognition of avoidable failings with the service provided during the course of this claim.

My final decision

My final decision is that I partially uphold this complaint. Subject to Mr S accepting my decision before the deadline set, Ageas Insurance Limited need to follow my direction, as set out under the heading 'Putting things right'.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 28 November 2024.

Daniel O'Shea
Ombudsman