

## **The complaint**

Mrs K and Mr M complain about Ageas Insurance Limited (“Ageas”) for declining their claim for damage following a storm. They want Ageas to accept and settle their claim.

## **What happened**

Mrs K and Mr M insure their home with Ageas. Their policy runs from April to April and renewed in April 2024.

In early December 2024, a storm occurred in the area of their home. Wind speeds of 78mph were recorded, and Mrs K and Mr M’s security fence was brought down.

They submitted a claim to Ageas.

Ageas considered the claim and declined the claim. It referred to the policy booklet which contained an exclusion in the storm section which states, under the heading “*What is not insured*”:

*“Damage to gates, hedges, fences or swimming pool covers.”*

Mrs K and Mr K complained. They felt that this was unfair and that elsewhere the policy encouraged them to take efforts to secure their property, but the security fencing was not being insured.

Ageas responded to the complaint in December 2024. It maintained its decision to decline the claim and informed Mrs K and Mr M of their right to refer to us.

Mrs K and Mr M did so.

One of our investigators looked into this matter and did not recommend upholding the complaint. They considered that the exclusion was clear and prominent in the policy documentation and it was fair for Ageas to rely on the exclusion.

Mrs K and Mr M did not accept this and asked for an ombudsman decision. They felt that the policy was inconsistent in wanting policy holders to take steps to secure their property, but then not insuring these when in place.

## **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 appreciate why Mrs K and Mr M are upset with the decision to decline their claim. They have explained the security measures they have in place and it is clear that they are conscientious in their efforts to keep their home secure.

I do, however, agree with my colleague’s conclusion and I do not uphold the complaint.

Insurers need to be able to set some limits on the type of cover that they provide, and it is then open to consumers whether the policy offered is enough to meet their needs.

Insurers can do this by setting limits on cover, or by excluding certain categories of risk from the policy cover, so long as they are clear about this and the information is available to consumers, so that consumers can decide whether to take out the policy with that insurer or not.

In this instance, Ageas's information is clear about what is excluded from storm cover. This information was provided to the consumers with their policy documentation and the consumers accepted those terms. It was therefore fair and reasonable for Ageas to rely on the exclusion when it occurred.

I appreciate that this may feel like a contradiction to Mrs K and Mr M as they consider the fence was an essential part of their security measures, but I am satisfied that it was fair of Ageas to decline the claim based on that exclusion.

I understand that this will be disappointing to Mrs K and Mr M, but I hope this explains why I have reached this decision.

### **My final decision**

For the reasons set out above, I do not uphold Mrs K and Mr M's complaint and I do not ask Ageas Insurance Limited to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K and Mr M to accept or reject my decision before 28 May 2025.

Laura Garvin-Smith  
**Ombudsman**