

The complaint

Mr and Mrs J complain that Lemonade Insurance N.V. declined a claim they made on their contents insurance policy.

As Mr J has primarily dealt with the matter, I'll refer to him on behalf of Mrs J for simplicity.

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 investigator thought Lemonade had acted fairly. I agree, and for the same reasons, so I don't think it's necessary for me to go over everything again in detail. Instead, I'll summarise the main points:

- Mr D got in touch with Lemonade to claim for the replacement of a tree and a fence that came down during bad weather.
- The policy covers damage to the contents caused by windstorms, and other damage that is sudden and unexpected. The policy says it only covers: "the stuff that's normally kept in your home, ... private garden (including your plants)".
- Lemonade said neither the tree nor the fence amounted to contents covered by the policy. So it declined the claim.
- I understand Mr J accepted the fence wasn't covered. But he thought the tree should be covered, on the basis it's a type of plant – which the policy explicitly covers.
- Lemonade said the policy cover for plants meant potted plants or flowers that can easily be moved – not mature trees, rooted in the ground, as was the case here.
- My starting point is the policy wording, as this makes up the contract of insurance between Mr J and Lemonade. In short, it says 'plants' are covered. It doesn't define what it means by this word. So, I must consider whether the fallen tree can reasonably be considered 'plants' in the circumstances.
- To do that, I'll take into account the ordinary, everyday meaning of the word 'plants'. I'll also think about the context of the wider policy and what it can reasonably be expected to cover. I think this is fair and reasonable to do. Otherwise, a policy term taken literally and in isolation could produce an unfair outcome to either party.
- I don't think Lemonade disputes that a tree may be considered a plant in general. Most definitions I've seen from reputable sources consider a tree to be one example within the category of 'plant', alongside other examples, such as flowers, shrubs, grasses, and herbs.

- So, taking the policy at face value, one could say it covers ‘plants’, so it therefore covers everything within that category – including trees. In my view, that would mean relying on a broad definition, the focus of which is from a botanical standpoint, and not considering everyday use of the word. And, as Lemonade has argued, it would disregard the wider context of the policy and the usual approach of the insurance market. I don’t think that would produce a fair outcome in this case. I’ll explain why.
- Whilst a tree is technically within the broad definition of ‘plant’, in practice, I’m not persuaded that the average person would usually refer to a tree as a plant – or think reference to a plant included a tree. For example, if someone said they had plants in their garden, I don’t think the average person would imagine that to mean mature trees, rooted in the ground. So I’m not satisfied the ordinary, everyday meaning of ‘plants’ would usually include trees, particularly larger or more mature ones.
- Within the policy, Lemonade notes some of the things it considers to be contents. For example, “furniture like your sofa, dining room table, or bed ... clothes, jewellery, cameras, laptops and mobile devices”.
- I think these are all items that one would typically consider to be items of contents, and which one would reasonably expect a typical contents insurance policy to cover. That’s because all of the items are personal property that can be moved relatively easily – and which one would typically take with them when moving home. That’s how the insurance market tends to differentiate between buildings and contents, and I think that’s usually a reasonable approach to take.
- I don’t think a mature tree, rooted in the ground, can reasonably be considered in the same way as these items. It’s not easily moved and it’s highly unlikely one would attempt to take such a tree with them when they moved. So I’m not persuaded the tree can be considered an item of contents in the context of this insurance policy. And I don’t think this policy is unusual compared to others in the market.
- Lemonade could make their policy clearer about what it means by ‘plants’ and/or that it doesn’t cover trees. But I don’t think the policy is so unclear or ambiguous as to be reasonably read in a way that supports Mr J’s position.
- Overall, whilst I agree with Mr J that his tree could be considered ‘plants’ in the broad sense, for the reasons above, I’m not satisfied it would be fair and reasonable to consider his tree an item of contents covered by Lemonade’s policy. As a result, I’m satisfied Lemonade acted fairly when it declined the claim for the tree.

My final decision

I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mrs J and Mr J to accept or reject my decision before 17 November 2025.

James Neville
Ombudsman