

## **The complaint**

A sports club, which I will refer to as E, complains about the decline of its commercial property damage claim by Aviva Insurance Limited.

## **What happened**

The following is intended only as a brief summary of the events leading to this point. Additionally, although other parties have been involved, for the sake simplicity, I have just referred to E and Aviva.

E operates as a sports club and held a commercial insurance policy underwritten by Aviva. In September 2024, E's property was damaged by a storm event. The damage occurred to the wire fencing surrounding tennis courts at E's premises. E claimed for the cost of repairing this. Aviva declined the claim though, saying that damage to fences was not covered by the policy where the cause of damage was a storm.

E complained about this decision. It has said that the wire fencing is part of the function and construction of the courts themselves, rather than a boundary fence. And these enclosures should not be considered as fencing. E has also said that if they were considered fences, they would need planning permission due to their height.

E brought its complaint to the Financial Ombudsman Service. However, our Investigator did not recommend the complaint be upheld. He thought Aviva had fairly and reasonably applied the policy terms to the circumstances of the claim.

E remained unsatisfied, so its complaint has been passed to me for a 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.

Firstly, I will just reiterate that the above is only a summary. Both parties have provided detailed submissions. But I have not commented on each of the points made within these. Instead, I have focused on what I consider to be the key issues. This is not intended as a discourtesy, but rather reflects the informal nature of the Financial Ombudsman.

Secondly, I would like to express my sympathy for the position E finds itself in. Its property was damaged by an event outside of its control. And understandably it feels that its insurance should respond to this.

However, E's policy – like all insurance – will only respond in limited circumstances. The terms of the policy will set this out. And E's policy makes it clear that where a storm causes damage to fences this is not covered.

I do appreciate the arguments that E has made. And I also note that the policy define "fences". I do not agree that this would be limited to boundary fences though. There is nothing in the wording that suggests this. Fences fall under the definition of "buildings",

alongside gates and walls. But there is nothing to suggest this is limited to the boundaries of the premises.

I also appreciate that the fences effectively formed part of the tennis courts. But I consider it is reasonable that these enclosures are still considered fences in terms of the policy. E itself has described them as “wire fences” during its submissions.

I note E’s comments about planning permission. But whether or not the fences meet planning requirements is not something I need to determine. My role is to determine whether Aviva acted fairly and reasonably by considering them to be fences. And, ultimately, I consider it did.

The exclusion Aviva has relied upon only applies where damage is caused by storm. E has said that the damage was caused by a storm event. And I think this is likely. It follows that the exclusion would apply.

For the purposes of insurance claims though, a “storm” needs to meet certain requirements – including the speed of the wind. And it isn’t clear from the evidence provided that this was met. However, the policy also provides cover for accidental damage. So, if the event causing damage did not qualify as a storm event, the claim might be considered under this cover. However, the cover for “any other accident” does not include cover for “Damage to fences... by wind...” And, whilst the speed of wind may or may not have qualified as a “storm”, it does not appear to be disputed that the cause of damage was wind.

Ultimately, I do not consider that the term “fences” was limited to the property boundaries, and did not include other fences within the premises. So, I consider that the property that was damaged consisted of fences. I also consider that the cause of damage was high wind. In the circumstances, this more than likely would meet the requirements for this to be a storm. However, even if this is not the case, the policy excludes damage to fences caused by wind – whether storm force or not.

I appreciate this isn’t the outcome E was hoping for. But I consider Aviva acted in line with the policy, and fairly and reasonably in all the circumstances of the complaint. It follows that I am unable to direct Aviva to do anything more.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask E to accept or reject my decision before 10 October 2025.

Sam Thomas  
**Ombudsman**