

The complaint

Mr L and Mrs L have complained about how U K Insurance Limited (UKI) dealt with a claim under their home insurance policy.

References to UKI include companies acting on its behalf.

What happened

Mr L and Mrs L made a claim for storm damage when a tree fell in their garden hitting a cabin. UKI said Mr L and Mrs L could arrange to remove the tree that had fallen. So, Mr L and Mrs L arranged this. Mr L and Mrs L then contacted UKI and said that during the tree removal, the lawn and other trees were damaged. So, they asked UKI to cover this damage. UKI said it wasn't covered by the policy.

Mr L and Mrs L complained about the lack of progress on the claim and that UKI wouldn't cover the damage to the lawn or the cost of replanting the trees. When UKI replied, it said it hadn't found issues with the claim progression or communication concerns. It said Mr L and Mrs L were advised of what was required in a timely manner. It said what had happened to the trees and plants wasn't covered by the policy. They were considered a consequential loss due to the tree falling in the storm.

When Mr L and Mrs L complained to this Service, our Investigator didn't uphold the complaint. He said UKI had agreed to cover the cost of removing the trees. However, any damage caused by the tree surgeon, who Mr L and Mrs L had arranged to carry out the work, wasn't covered by any of the perils under the policy. He also said he hadn't found any issues with how UKI progressed the claim.

As Mr L and Mrs L didn't agree, the complaint was referred to me.

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.

Having done so, I don't uphold this complaint. I will explain why.

Looking at the policy, this said:

"We'll pay for: Loss of, or damage to, trees, shrubs, plants and lawn at your home, and design fees necessary to put things right.

...

We won't pay for: ... Loss or damage caused by storm, flood, or weight of snow."

So, this meant that if the damage to Mr L and Mrs L's trees and lawn were caused by the storm itself, there wasn't any cover for it. However, Mr L and Mrs L have said the damage to

the lawn and the removal of the other trees was a separate issue that happened during the work carried out by the tree surgeon, not storm damage. So, for that to be covered there would need to be an insured peril listed in the policy that covered this type of loss or damage. Looking at the policy, it covered the perils I would expect, such as flood, escape of water, theft and so on. But I didn't find cover for damage or loss during work carried out by a contractor. This meant UKI didn't need to cover this damage under the policy.

However, I'm aware Mr L and Mrs L have said UKI should cover the damage because the contractor was acting under UKI's direction and it paid the cost of the tree removal. So, I've thought about this. UKI told Mr L and Mrs L to arrange for the fallen tree to be removed and approved a quote for the work. However, UKI didn't appoint or instruct the tree surgeon. After being advised by UKI that the clearance work could be carried out, Mr L and Mrs L arranged it and then provided UKI with the invoice for the work. I'm not persuaded this showed the tree surgeon was acting under UKI's direction. So, I don't think I can fairly say UKI was responsible for putting right any damage the tree surgeon caused during the process to remove the trees or for repairing or replacing the lawn or the trees.

Mr L and Mrs L were also concerned about delays with progressing the claim. Looking at the claim records, I note that UKI inspected the damage about a week after it was first reported. It also advised what was required from Mr L and Mrs L, which included photos and a remediation quote. A few days later, Mr L and Mrs L provided the photos. They provided the remediation quote about three weeks later. I can see from the records that UKI responded promptly to say it wouldn't cover the work to put right any damage caused during the work carried out by the tree surgeon. UKI also explained what was required from Mr L and Mrs L in terms of a breakdown in costs for the repairs to the cabin. UKI were then awaiting a response from Mr L and Mrs L to progress the claim further. So, based on what I've seen, I don't think UKI was responsible for avoidable delays during this claim.

So, having looked at what happened, I don't uphold this complaint or require UKI to do anything else in relation to it.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L and Mr L to accept or reject my decision before 10 December 2025.

Louise O'Sullivan
Ombudsman