

The complaint

Mrs B complains that Great Lakes Insurance UK Limited declined a claim in her home insurance.

What happened

Mrs B had a Great Lakes home insurance policy. In January 2024, Storm Isha caused considerable damage to her garden. She reported this to Great Lakes and made a claim on her insurance.

Great Lakes agreed that the storm had damaged Mrs B's garden but said storm damage to fences and lawns was excluded from cover. It declined her claim.

Mrs B was unhappy with this and complained to this service. She said:

- She accepts that damage to her fence isn't covered.
- However, her garden was artificial grass.
- This isn't defined in the policy and Great Lakes is wrong to class this as 'lawn'.
- Artificial grass doesn't fit the dictionary definition of lawn – it isn't "*soil covered land planted with grass*" and doesn't require mowing.
- The damage caused by the storm wouldn't have caused the same damage to a natural lawn.
- If she'd known artificial grass wasn't covered under the policy's Garden Option, she wouldn't have bought the cover.
- She'd like Great Lakes to cover her claim.

Our investigator didn't recommend that the complaint should be upheld. She thought Great Lakes' view that the term 'lawn' referred to both grass and artificial grass was reasonable. She thought its decision to decline the claim was in line with the policy terms.

Mrs B didn't accept this, so the complaint was passed to me to make 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.

The relevant sections of Mrs B's policy are the Buildings Option on page 8 and the Garden Option on page 28 of her policy booklet.

Page 8 explains that there are two parts to buildings:

- The home in which the policyholder lives, including its outbuildings.
- Other areas: "*The drives, walls, patios, paved terraces, footpaths, tennis courts, fixtures, fittings, permanently wired fixed alarm systems, fences and gates, plus statues, pergolas, gazebos, garden ponds, swimming pools and fountains that are all*

permanently fixed into the ground all belonging to the home in which you live.”

It explains that any items covered under the policy’s Garden Option aren’t buildings so aren’t covered under the Buildings Option.

Page 28 of the booklet says: “*Garden means trees, shrubs, plants, hedges and lawns, gardening equipment (including motorised gardening equipment), garden furniture and removable items that are normally used in the garden including play equipment, temporary gazebos, water features, statues, pots, lights and barbecues.*” Mrs B’s policy schedule shows she bought the Garden Option.

Mrs B says her artificial grass should be considered garden furniture. Storm damage for garden contents, including garden furniture, is covered by her insurance.

I’m not persuaded by this. I find:

- The policy defines “*lawns*” as part of the garden.
- ‘Lawn’ doesn’t have a specific definition in the policy.
- There’s no distinction between natural and artificial lawns, so I think it’s reasonable to assume the Garden Option includes all lawns.
- Artificial grass is closer in both function and appearance to a lawn than to garden furniture. It can’t be easily removed and stored.
- Great Lakes’ view that “*artificial grass has been purchased and installed to look like and act like a lawn*” is reasonable.

I’m satisfied that artificial grass is a lawn for the purposes of the policy. Page 28 of the policy booklet says storm damage to lawns isn’t covered by the Garden Option.

I considered whether artificial grass might be included under the second part of the Buildings definition. As Mrs B says, it was permanently fixed to a concrete base. The policy lists things “*that are all permanently fixed into the ground all belonging to the home in which you live.*”

On balance, I don’t think it can be. First, the wording doesn’t say these are examples so I don’t think it can be read as a non-exhaustive list. I think if Great Lakes intended artificial grass to be part of the Buildings Option, the policy would have said so.

Second, it’s clear that Mrs B considered the artificial grass part of her garden and “*was covered by the additional garden cover purchased with the policy*”. Great Lakes’ note of a 31 July phone call with her says something similar: “*Insured advised she took out the Garden option additional cover under the guise that it would cover her artificial grass.*”

As I said above, I’m satisfied that the Garden Option covers all lawns, whether natural or artificial. I don’t think it would be reasonable for me to ask Great Lakes to accept the claim under the policy’s Buildings Option.

For the reasons above, I’m satisfied that Great Lakes’ decision to decline Mrs B’s claim was reasonable.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 14 January 2025.

Simon Begley
Ombudsman