

complaint

Miss C is unhappy because St Andrew's Insurance plc (hereafter referred to as St Andrew's) rejected her claim for damage to her floor.

background

Miss C made a claim under her home insurance policy after the leg of a ladder went through the floorboards.

A loss adjuster attended Miss C's property to examine the floor and noted that the floorboards were partially perished and breaking up. He confirmed with Miss C that she had not suffered from an escape of water and was satisfied that the floor, joists and plates were all dry with no evidence of water damage. As such, because of the nature of the damage, the loss adjuster concluded that the floor was suffering from dry rot, which was spreading as some other boards were showing signs of damage that was symptomatic of rot.

Miss C pointed out that the insurance provided cover for accidental damage, but St Andrew's did not respond to this point.

Miss C obtained a quote to have the repairs completed, which the contractor confirmed in a telephone discussion with this office, would involve replacing two to three floor boards. When asked about the damage, he confirmed that this type of damage was not unusual as there may have been some woodworm in the past (there was no live woodworm at the time of his inspection) or there may have been some damp which could have weakened the floor. He was not aware of any evidence of rot elsewhere on the floor, other than that which would be expected to be found in a floor of that age.

One of our adjudicators considered the complaint and noted that the policy defined '*accidental damage*' as '*damage which had not been caused on purpose, or was not inevitable*'.

Accordingly, as she did not believe the damage had been caused on purpose or that it was inevitable, she said the claim should be considered under this cover.

St Andrew's responded and relied on the following general exclusion:

'Any loss or damage caused by wet rot or dry rot, unless this was caused directly by any other cover insured by this policy.'

The adjudicator did not accept that St Andrew's had sufficiently shown that the damage was caused by dry rot. She asked St Andrew's to consider the claim under the accidental damage cover and subject to the policy terms. She also asked it to pay compensation of £100 for the distress and inconvenience caused by its poor handling of the claim.

I issued my provisional decision regarding my conclusions about the merits of the complaint on 21 March 2014. I considered whether St Andrew's reliance on the above exclusion to defeat this claim was appropriate.

I summarised that the loss adjuster who inspected the damage stated that the floorboards became damaged because they were suffering from dry rot, which appeared to be spreading throughout the floor. Also that Miss C's contractor confirmed that he believed that the floor had become weakened

because of either past woodworm or damp and that the only signs of rot in the floor were those that would be expected in a floor of that age, i.e. there were signs of rot.

I explained that the exclusion was worded in such a way that, if St Andrew's is to rely on it in order to reject the claim, it needed to show the damage was caused directly by dry rot. In this case, there were two 'experts' who examined the floor and both have confirmed that there were signs of rot in the floor. One of the experts has said that the damage was caused by the existence of rot and the other has said that the floor was weakened by past damp (rot) or insect infestation. I also noted from the photographs that floorboards, adjacent to those that were damaged in the incident in question, had already been replaced.

Given this information, I was persuaded that it was more likely than not that the floorboards in question had been weakened by rot; the ladder adding additional loading to the floor simply highlighted the damage that had been caused by the rot. As such, I was of the opinion that St Andrew's reasonably applied the exclusion to defeat this claim. I was not minded to uphold the complaint or to make an award against St Andrew's.

St Andrew's confirmed that it had received my provisional decision and had no further evidence to present or comments to make.

Miss C also confirmed that she had received my provisional decision. She reiterated that her policy document confirmed that she had accidental damage cover for her home. The damage claimed for was accidental, not malicious or deliberate, and had occurred because of the thickness of the floorboards. As such, she did not understand how St Andrew's was not liable to cover the cost of repairs and believes that she should be compensated for the entire cost of the repair.

Miss C also raised concern that a decision has been made in favour of the insurer, when no expert opinion has been sought to verify the diagnosis of rot. She has confirmed that she feels let down by this service that she considers should be supportive and does not feel that she has received justice.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

I would initially like to explain that the purpose of this service is to determine what the appropriate outcome of a complaint is based on the evidence provided by both parties. We are independent and do not act on behalf of either party. I am sorry if Miss C is disappointed with the findings detailed in my provisional decision, but I can assure her that my conclusions were based solely on the evidence presented to me.

Miss C has stated that she is concerned that I have come to the conclusion I have without a specialist report being obtained. Whilst the loss adjuster and Miss C's contractors may not be rot specialists, they were both experienced in dealing with this type of damage. Given that they both indicated that there was rot in the floor consistent with its age, I saw no need for a further opinion.

As Miss C has said, her policy does include accidental damage cover and there has been no question that the damage was caused maliciously or on purpose. However, there are certain things that the policy does not cover at all and rot is one of those things. As such, if any damage to Miss C's home occurs because of an underlying problem of rot, St Andrew's will not be liable for the damage.

Having reviewed all of the evidence again in this case, I remain satisfied that the exclusion cited by St Andrew's does defeat Miss C's claim.

my final decision

My final decision is that I do not uphold this complaint and I make no award against St Andrew's Insurance Plc.

Derry Baxter
ombudsman