

complaint

Mr and Mrs G's complaint concerns St Andrew's Insurance Plc (St Andrew's) decision to decline their claim that the water damage to their property was caused by a storm.

background

In July 2012, Mr and Mrs G reported their claim to St Andrew's for storm damage to their property, having noticed that water had entered the property through the upstairs double doors and adjacent glazing over the preceding months.

During May 2012, Mr and Mrs G obtained a contractor's quote for works to be carried out to the property to prevent further damage. It was following the storm in June 2012 that Mr and Mrs G considered that they could hold off no longer. They instructed the contractor to commence works in July 2012 during a period of dry weather.

Mr and Mrs G's contractor has commented in his letter to our adjudicator that in May, when he first viewed the property, there was some damp around the door frame and the floor, although he did not consider it to be serious at that time. The damage was much worse when he returned in June and Mr and Mrs G were having difficulty shutting the doors.

St. Andrew's checked the weather records around that time and over the previous months and determined that there had been no specific incidence of storm that would be covered by the policy terms. St Andrew's therefore declined the claim as they did not consider the damage to have been caused by an identifiable storm.

Following Mr and Mrs G's further correspondence, St Andrew's later accepted that there had been a storm in June, any damage from which could be considered under the policy's cover. However, they continued to decline Mr and Mrs G's claim on the basis that the storm had not caused the damage complained of but rather the damage had accrued over a period of time.

Mr and Mrs G referred their complaint to us for an independent assessment.

Our adjudicator agreed with St Andrew's and did not recommend that the complaint be upheld. She considered that any damage there may have been would have been cumulative (and not as a result of a one-off identifiable storm) due to the design/construction of the building.

my findings

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

When considering a complaint relating to possible storm damage, this service asks three questions:

1. Was there a storm at or around the time of the damage occurring?
2. Is the damage that occurred consistent with the type of damage that a storm can cause?
3. If yes to both of these questions, was the storm the dominant cause of the damage?

It was eventually accepted by both parties that there was a storm shortly before Mr and Mrs G reported their claim. Therefore, I do not need to consider that issue further. However, in my view, St Andrew's should have spotted that there were storm conditions present in June 2012 without Mr and Mrs G having to go to the effort to prove this to them. This error on St Andrew's part has caused Mr and Mrs G concern that they have just used the gradual damage exclusion to decline their claim once they found out that there had in fact been a storm.

The damage that has been suffered by Mr and Mrs G's property is that caused by water entering; this type of damage could be caused by a storm. Therefore, I need to consider whether the storm of June 2012 was the dominant cause of that damage.

It is clear from the evidence that there was an on-going problem with Mr and Mrs G's upstairs double doors and the surrounding glazing. Whilst this did not manifest itself in conditions of near vertical rain (without significant wind), Mr and Mrs G had noticed, in the poor weather of early 2012, that water was coming into the upstairs of the property. In particular, incidents in January and April 2012 highlighted that water was getting in.

It is also clear that they were aware of damage being caused by this problem with the doors and glazing, as they asked a contractor to quote to fix the damage that was present at that time. Whilst some additional water ingress clearly occurred during the June storm, the evidence indicates to me that the damage Mr and Mrs G were claiming for was cumulative. Additionally, any damage that occurred during the storm in June 2012 was preventable, as Mr and Mrs G knew about the problem several months before the additional water ingress.

It is my finding that it is more likely than not that the damage that was present to the upstairs area of the property happened over a period of time. Mr and Mrs G have acknowledged that they first became aware of the problem in January 2012 and, on windy and rainy occasions following that, water was seen to enter the property, which was often damp in that area.

In order for Mr and Mrs G's claim to succeed under the insurance policy, the identified storm must have caused the damage complained of. Insurance generally covers the unexpected, not the inevitable. In this case the damage had occurred over a period of time to an otherwise well maintained property and was more likely than not caused by a design fault with the doors and windows which, in a raised and exposed position, were accustomed to let in water. Over time this had caused the woodwork to warp and the problem to get worse.

The wording of Mr and Mrs G's insurance policy specifically excludes anything that occurs gradually or deteriorates over a period of time and it is my finding that this exclusion can reasonably be applied to defeat the claim in these circumstances. The work carried out by Mr and Mrs G was for the repair of the on-going water damage and to prevent future instances of water entering the property. This was not damage for which the June storm was specifically responsible and accordingly is not something that St Andrew's are required to cover.

I understand that Mr and Mrs G may also have considered a contents claim for damage to their carpets. This is not a matter covered by this complaint and accordingly I am unable to comment on it.

my final decision

My final decision is that I do not uphold Mr and Mrs G's complaint against St Andrew's Insurance Plc under this policy. As a consequence, I make no award against it.

James Kennard
ombudsman