

complaint

Mrs R complains that International Insurance Company of Hannover Plc (IIC) has unreasonably declined her claim for storm damage to her home and contents.

background

Mrs R went away for Christmas and returned home to discover water had entered her living room and the wall paper was hanging off.

IIC declined Mrs R's claim saying there was no evidence of storm damage. Its loss adjuster said that damage was as a result of wear and tear, exposed by bad weather. It said her policy only covered her for damage from a 'one-off' event. Mrs R said her claim should be met under the accidental damage cover of her policy.

The loss adjuster reported that the pointing in the front brickwork of Mrs R's home had failed as had an attempted repair. It said this had allowed water to enter over a period of time. This was shown by wall paper coming away, damage to woodwork and plaster work and mould growth.

The adjudicator said there was a storm, but this wasn't the main cause of the damage. She said Mrs R had accidental damage cover but this only covered damage from a sudden, identifiable cause. She said the evidence suggested that damage had occurred over time as a consequence of faulty pointing. So it couldn't be described as a 'sudden' event.

Mrs R said she understood that the external damage couldn't be covered as the storm only highlighted an existing problem. She said the internal damage should be covered as the storm was the cause and the damage hadn't arisen over time. She said that mould could appear as soon as water enters a property and certainly in the three weeks it took for the loss adjuster to inspect the damage.

Mrs R provided a report from the installers of her cavity wall insulation. This said that water had penetrated the house causing deep staining, but didn't comment on the cause of this.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mrs R has accepted that the damage to the exterior of her home isn't covered by her policy as the storm highlighted an existing problem with the pointing of her brickwork. She said the accidental damage part of her policy should cover the internal damage.

The accidental damage clause of Mrs R's policy allows claims for,

Unexpected physical damage caused suddenly by an identifiable external means".

This is similar to the restriction on her policy for storm damage in that the damage must result from a 'one-off' event.

I have looked carefully at the report provided by the loss adjusters and the photos from both parties. The loss adjuster has provided the only expert evidence of the cause and said the

damage arose over a period of time. The photos show that the wallpaper has come away and a lot of damage to internal woodwork and plasterwork, as well as mould growth.

The damage appears to be quite extensive. I don't think it likely that it could have arisen in the short time between the storm and the loss adjuster's visit. From the evidence it seems clear to me that the damage to the inside of Mrs R's home has arisen over a period of time, though no doubt highlighted by poor weather.

As I don't think the damage has arisen from a 'one-off' event, I don't think that it is covered by Mrs R's policy. It's clear that Mrs R feels very strongly about this matter. But based on what I've seen, and bearing in mind what her insurance policy says, I don't find I can fairly require IIC to pay her claim.

my final decision

It is my final decision that the complaint is not upheld.

Andrew Fraser
ombudsman