



28th January 2022



OUR REF	
POLICYHOLDER	
SUGGESTED NATURE OF INCIDENT	SUBSIDENCE CAUSED BY TREES
POLICY NUMBER	
DATE OF INCIDENT	07 September 2021

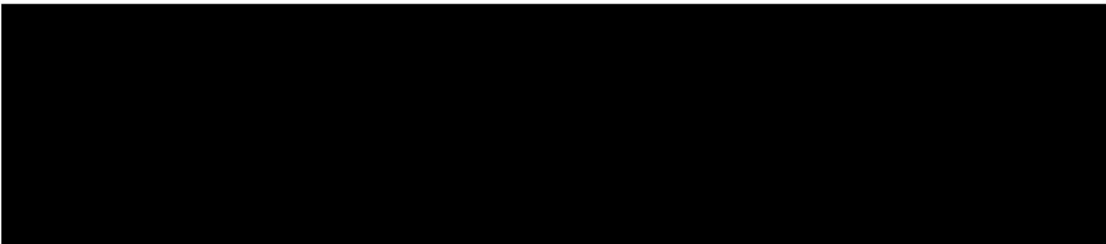
We refer to your claim as detailed above and can confirm that we have now completed our investigations and regret to advise that your underwriter, Arch Insurance, will be unable to provide you with financial assistance towards your claim on this occasion. We will now explain how this decision was reached.

On the 18th November 2021 we were notified of the claim whereby damage had been incurred to your property which you believed was recoverable under Section 11 "Subsidence" cover on the above policy of insurance.

We proceeded to review the damage report provided by the loss assessor, along with your policy schedule and wording. We reported our findings to your Insurers and have now received their instructions.

Your Insurance policy provides cover for a number of eventualities which are listed in the policy wording as Insured Perils – Pages 16-36.

In order for us to consider a claim under your policy, it must be proven that the loss has been caused by one of the Insured Perils. In addition, we also review the cover which has been specifically selected and the Policy Endorsements (which are detailed on your Policy Schedule) including the Policy Terms, Conditions and Exclusions (which are detailed in the Policy Wording).



It would appear the external cracks to the wall are long standing, but only recently been noticed by you when you became the new leaseholder when you moved in on 07 September 2021.

Our loss adjuster's report states:

"We have little doubt that the damage to the boundary wall is solely due to the close proximity of the eucalyptus tree, which has grown to a significant size and is causing the boundary wall to rotate towards the property resulting in the damage now observed"

Please refer to the General Exclusions (Page 7 of your policy wording) which are applicable to this claim. These state that the insurers will not pay for :

Loss or damage , direct or indirectly caused by, or resulting from or contributed to any gradually operating cause.

I would further draw your attention to Page 18 of the policy wording, Section 1 Buildings, Point 11 Subsidence of Heave. A specific exclusion exists on this policy as noted below:

Excluded :

b) loss or damage

i) to gates, fences, garden walls, paved, paths, terraces, patios, drives, oil tanks or swimming pools unless the main dwelling of your home, garages or its domestic outbuildings are damaged by the same cause at the same time...

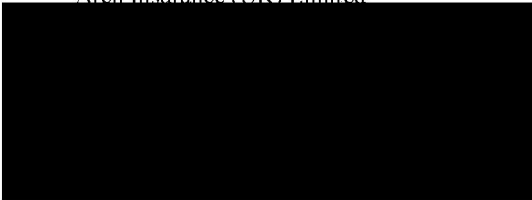
Further comments from our loss adjusters report state as follows:

"Damage was observed to the external wall of the property at the joint between the three-storey aspect and the single storey aspect to the rear. At the time of our inspection, we were doubtful as to whether this was damage caused by an insured peril but more likely to be as a result of differential movement between the two structures. As such, based on the evidence gleaned to date, we are obliged to report that we do not believe it to be caused by subsidence"

This being the case, and also that there is no obvious damage internally to the house, indicative of subsidence, we have reached the decision that we are unable to assist on this occasion.

We appreciate that this is not the outcome you were hoping for and hope we have explained the reasons behind this decision clearly, however if you remain dissatisfied, you can refer the matter for further consideration by contacting your insurers complaints department using the details below:

Complaints Manager
Arch Insurance (UK) Limited



Yours faithfully,

Lucas Claims Solutions for
Arch Claims