

Make sure you know what constitutes claimable damage from your insurer

As South Africa heads into summer, it is important we prepare for the inevitable heavy rain and possible damage that comes with it. A single day of rain can bring torrential floods that cause great water damage.

Everyone must be familiar with what constitutes claimable water damage with insurers and what does not. The water damage must be sudden and unforeseen, not gradual or involve wear and tear. There must be actual damage, which means one cannot claim for carpets or clothing that have become wet, unless the wet resulted in damage, including a change in appearance or unsightly marks or a bad odour, for example. One can also not claim for mould because it occurs over time. Furthermore, the cause of

the damage cannot be due to defective design or workmanship, or lack of maintenance.

It is important to note that carrying out repairs before the damage has been validated may lead to declined claims. Should it be necessary to conduct urgent or emergency repairs, proper records or proof must be maintained for validation purposes. If the loss or damage cannot be validated, the claim may be declined.

You will not be covered for loss or damage caused by: servicing, maintenance, cleaning, repairing, restoring, dyeing, bleaching or alteration.

The fact that a policyholder pays a premium does not necessarily mean that all claims submitted will be accepted. An insurer is en-

titled to refute a claim where it can demonstrate, on a balance of probabilities, that the damage is attributable to the unmaintained condition of the property.

Depending on the type of policy, in the event of a claim, an insurer may appoint an expert to establish whether the policyholder discharged the responsibility of attending to the necessary maintenance, and if not, whether the cause of the damage can be attributed to such a failure.

Even if an insured event, such as a storm or rain, did occur and caused water damage to the insured property, in certain instances, an insurer may justly repudiate such a claim. Should an insurer rely on a lack of maintenance to reject a claim, the insurer's

evidence will have to show on a balance of probabilities that the proximate cause of the damage is the lack of maintenance of the property. Such evidence can be in the form of a damage report and photographs.

Certain policies include guidelines as to how a policyholder can make certain that the insured property is maintained. A policyholder need not physically assess the property in person before purchase or attend to the maintenance; there are service providers that can do this on behalf of the policyholders.

Where maintenance has been carried out, it is advisable to request invoices from the service provider, containing a detailed description of the work done. Similarly, when

purchasing property one may request that an assessment is carried out before purchase to ensure that the property does not have defects, and that where defects have been noted, they are rectified.

It is a good idea to conduct inspections and do preventative maintenance at the insured property prior to the rainy season, i.e., clear gutters and downpipes of any debris, leaves and other material that may have clogged them during the winter months. Apply a new coat of paint, repair any items like tiles that may be broken, and correct any other issues that may require attention, like waterproofing.

A lot of car accidents occur during the wet season due to worn tyres. Worn tyres must

be replaced to avoid a claim being declined. All other maintenance must be conducted.

It is advisable to take care of the insured property as if it were not insured, and not be careless with it purely because the insurer will carry any loss experienced as this may just be the reason why your claim is declined.

It is also important to always understand what losses are covered, and what exclusions and limitations apply as per the terms and conditions of cover.

Paying your premiums on time and being compliant in other respects also means that you are not likely to experience a rude awakening when claiming.

— Ombudsman for short-term insurance (OSTI).