

Case Study

Storm Damage Claim – Ryde, Isle of Wight

Thompson & Bryan were appointed to assist the operator of a bingo hall and cinema in the centre of Ryde on the Isle of Wight following storm damage in April 2018.

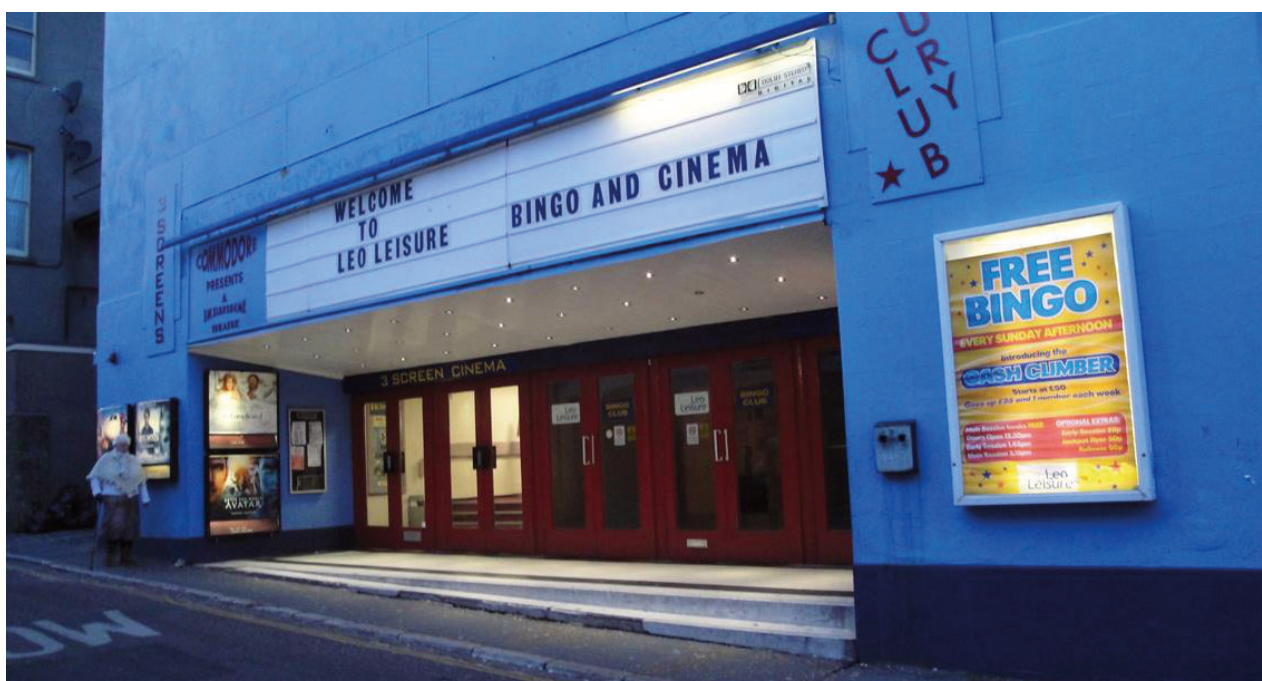
The policy holder had been unable to achieve any meaningful progress with their claim on account of various complexities and uncertainties surrounding leasehold responsibilities and or ownership of various areas of the property.

The leasehold position was extremely complicated due to the fact that the policy holder had initially acquired the ground floor bingo hall premises on a freehold basis but then subsequently acquired a leasehold interest in the first and second floor cinema premises. Added to that, the freehold interest in all areas above the ground floor were owned by a separate third party whose interest was primarily in letting space on the

roof of the building to mobile phone companies for positioning of their masts.

The building was in an exposed elevated position in the town centre of Ryde and suffered significant damage from wind and heavy rain during the storm. Due to the complexities around the leasehold arrangements for the mobile phone masts positioned on the roofs which bore the brunt of the damage, the freeholder was unable to carry out repairs for several months. Our client undertook limited emergency repairs to the roof and installed temporary weatherproofing wherever they could, however the effect of this was that the damage could not be reinstated until the building as a whole could be made watertight.

Prior to our instruction it seemed the policy holder was unable to get any meaningful agreement from either or both insurers



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regarding damage mitigation or reinstatement. Following our introduction, we engaged with both insurers and organised site meetings with their representatives to physically survey the damage and discuss the potential allocation of costs between the interested parties.

A site survey was undertaken by one of our technicians following which a schedule of remedial works was prepared which was then sent out to tender. Once the tenders were received, we approached both insurers with a suggested allocation of costs between the two insurance policies.

In an unexpected development, the freeholder's insurers repudiated liability for the claim on the grounds that the specific conditions required for the storm peril to operate on that particular policy had not been met. The claim under our client's policy was accepted, however this was limited to the internal fit out of the bingo hall area. The somewhat unorthodoxly worded lease on the cinema premises obliged the landlord to ensure the cinema fixtures including the seats, carpeting, screens etc. Having negotiated settlement of the claim under the policy holders cover, we then engaged in a direct settlement negotiation with the freeholder to secure a settlement on behalf of our client.



As the client expressed to us in clear terms, understanding the various leasehold complexities and insuring responsibilities in this situation was almost impossible for them. Added to that, the lack of understanding as to how to prepare the appropriate quantum details was a significant factor in them being unable to progress their claim for several months prior to our introduction. The value we added in terms of interpreting and understanding the lease responsibilities and insurance policy wordings was instrumental in securing the best possible outcome for this policy holder.

Thompson & Bryan (UK) Limited
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