

ABI DOMESTIC SUBSIDENCE TREE ROOT CLAIMS AGREEMENT **THIRD PARTY LIABILITY**

*Introduced wef 01 January 2011, and applying retrospectively for all claims.
Updated in May 2017 to recognise the removal of the ABI Disputes Committee.*

This document has been produced by the ABI to assist members in their handling of a particular matter. Adoption by members of any terms, standards, guidance, recommendations or similar statement contained in this document is voluntary and entirely at the discretion of each individual member.

This Agreement relates to third party liability claims where the liability or damage arises under policies covering domestic properties owned/tenanted/occupied by an insured in a personal capacity and situated in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Every insurer subscribing to this Agreement agrees -

- 1 that where a claim arises in respect of subsidence and where damage to the building and/or contents has been caused wholly or partly by tree root encroachment the insurer holding the buildings and/or contents insurance for the damaged property undertakes to investigate, handle and where appropriate meet the claim on the basis of their policy cover;
- 2 not to pursue recovery against the insurers of the owned/tenanted/ occupied property responsible for the liability of the tree root encroachment regardless of whether the damage has been caused wholly or partly as a result of the tree root encroachment;
- 3 that in the event of there being a recurrence of damage or no reasonable preventative measures being taken by the person/persons who have liability for the tree root encroachment this Agreement will have no effect in regard to any subsequent claim.
- 4 that this Agreement will have no bearing or consideration in any uninsured loss claim which may be pursued against the person/persons having a potential liability for the tree root encroachment".

Provided that:

- (i) Immediate notice shall be given to the other insurer by the insurer to whom the claim is notified, together with copies of all relevant reports (including covering letters) from loss adjusters, engineers, surveyors and the like.
- (ii) Nothing in this Agreement shall prevent any insurer from voiding a policy for fraud, non-disclosure or misinterpretation, or from relying otherwise on any policy term or condition except that late notice alone shall not prevent the operation of this Agreement.

- (iii) In the event of any dispute arising under this Agreement the parties should make every effort to resolve it between themselves having regard to the spirit of the Agreement.