

## COA Opinion: There was no coverage under a homeowner's insurance policy for the water damage resulting from a burst frozen pipe where the insured was no longer living in the house

3. November 2010 By Jason Byrne

On November 2, 2010, the Court of Appeals published its unanimous, Jude Saad-authored opinion in *McGrath v*. *Allstate Insurance Company*, No. 289210. In this case, the Plaintiff had sued her homeowner's insurance carrier to recover the costs for water damage to her home resulting from the bursting of a frozen pipe. At the time of the loss, the elderly Plaintiff was no longer living in the home but, instead, in an apartment closer to family and her doctors. The insurance company argued that it did not have to pay for the loss because their policy only covered "dwellings" which was defined as a place where the insured resides. The Court of Appeals agreed that residency was a condition of coverage and reversed the jury verdict in favor of Plaintiff, finding that the trial court should have granted the insurer's motion for summary disposition.