

The complaint

Miss D and Miss D complain about how Royal & Sun Alliance Insurance Limited (RSA) handled a claim under their home insurance policy for damage to their property caused by bad weather.

RSA use agents to administer the policy and to assess claims. Reference to RSA includes these agents.

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What happened

In November 2021, around the time of Storm Arwen, bad weather caused damage to Miss D and Miss D's property, with a section of a fibreglass flat roof lifting off. This left the remainder of the roof unstable and had to be replaced. Through their broker (M) Miss D and Miss D contacted RSA to tell them about the damage and lodge a claim. They also engaged a local firm to make a temporary repair to the roof.

RSA appointed a surveyor (B) to carry out a desktop validation of the claim. B reviewed images of the damaged roof provided by Miss D and Miss D and concluded it appeared the fibreglass flat roof was installed over a defective felt roof which subsequently delaminated and caused the fibreglass roof to peel back and lift off in the storm. B said the original felt roof should have been removed prior to installing the fibreglass roof. So, they concluded the root cause of the damage was poor workmanship (not the storm). As poor workmanship wasn't covered under the policy, RSA declined to accept the claim.

Miss D and Miss D (and M) disagreed with RSA's conclusions, saying while it may not have been best practice to overlay the felt roof with the fibreglass roof, the roof was in good condition prior to the storm (the fibreglass roof was installed some 12 years previously). Photographs of the damage showed the original felt roof was intact. They felt the sole cause of the delamination was the high winds from Storm Arwen. There had been no lifting of the fibreglass roof prior to the storm and the expected life of the fibreglass roof was some 25 years. So, the fibreglass roof being overlaid onto the felt roof was immaterial to the damage, which they said was solely due to the storm (an insured peril under the policy). They took issue with a statement from RSA repudiating the claim that "The claim has been declined as there is no evidence of storm damage."

RSA treated Miss D and Miss D's disagreement as a complaint, but they didn't uphold it. In their final response, they referred to the findings and conclusions of B and an exclusion in the policy terms and conditions for damage caused by, or resulting from, poor or faulty design, workmanship, or materials. So, RSA confirmed their decision to decline the claim. Miss D and Miss D then complained to this Service. They disagreed with RSA about the decline of the claim on the grounds of poor workmanship, referring to what they'd said about the good condition of the roof before the storm, which they maintained was solely due to the storm. They'd been affected financially by having to pay for the roof to be repaired (they'd had estimates of some £8,400 from a local roofer). They wanted RSA to accept their claim and pay for the roof to be repaired.

Our investigator didn't uphold the complaint, concluding RSA fairly declined the claim. She thought it appropriate that a desktop review was carried out, as there weren't any surveyors available for the location of Miss D and Miss D's property. She noted B's view the standard process for laying a fibreglass roof would involve attaching it to a timber decking and painting over to harden the coating. From the photos, RSA said the timber board showed signs of long-term water ingress and rot, weakening it. Although M maintained there wasn't rot, but 'black adhesive' attaching the fibreglass roof to the felt roof, RSA disagreed with this view, but even if they did it would indicate non-standard process and poor workmanship, as it would be likely to fail. That the roof failed after some 12 years was, in RSA's view, further evidence of poor maintenance or fitting (which would support decline of the claim).

Assessing the views and evidence provided by both parties, the investigator was, on balance, more persuaded by the views of RSA, particularly as there wasn't any expert evidence to support Miss D and Miss D's views.

Miss D and Miss D disagreed with the investigator's conclusions and asked an ombudsman review the complaint. They weren't in a position to provide expert evidence to support their views, as the roof had been repaired. And they noted widespread damage caused by Storm Arwen (including their area) and strength of the winds at the time of the incident. They also disputed the non-availability of surveyors to inspect the property as there were surveyors in their area. And as the claim wasn't declined until nearly eight months after the incident, that would have provided sufficient time for a physical inspection to be undertaken. Nor did they think RSA had proved poor workmanship was the cause of the damage, given the onus was on RSA to show the exclusion applied.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

My role here is to decide whether RSA have acted fairly towards Miss D and Miss D.

The main element of Miss D and Miss D's complaint is that RSA unfairly declined their claim, on the grounds that while there were storm conditions at the time of the incident, they weren't the main cause of the damage. Rather, it was due to poor workmanship by the fibreglass roof being overlaid onto the existing felt roof.

In considering this issue, whether the damage resulted from a storm or from a pre-existing issue, there are three key issues we consider:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with damage that a storm typically causes?
- Were the storm conditions the main (or dominant) cause of the damage?

On the first question, RSA don't refer in their final response to whether they consider there were storm conditions at the time of the damage, but from case notes and other information they've provided, they accept there were storm conditions on the date of the incident. Miss D and Miss D have provided reports from the Met Office about Storm Arwen. I've also looked at the weather data from the weather source we use as a Service. Data from the nearest weather station to Miss D and Miss D's property indicates a maximum gust of 71 mph on the date of the incident, and the conditions as a 'dry storm'. So, I've concluded there were storm conditions on the date of the incident.

On the second question, I've considered the description of the damage provided by Miss D and Miss D and the photographs of the damaged roof. Damage to roofs is what we'd expect to see in storm conditions, particularly those involving high winds. So, I've concluded the answer to the second question is 'yes'.

The third question is therefore key, given RSA declined the claim on the grounds the cause of the damage was poor workmanship. I've considered this issue carefully, including the points made by Miss D and Miss D together with the comments from B. I've also looked at the photographs of the property, including the damaged roof and other areas. Taking all these things into account, I've concluded RSA have acted fairly in declining Miss D and Miss D's claim. I'll set out why I've come to this conclusion.

First, as a general principle, where a policyholder makes a claim for damage or loss under a policy, the onus is on them to show there was an insured event that caused the damage or loss. In this case, given my conclusions there were storm conditions at the time of the incident, and the damage is consistent with that we'd expect to see in a storm, I think it's reasonable to conclude there was an insured event (storm) that caused damage.

However, where an insurer relies on an exclusion in the policy to decline a claim (as RSA have done) then the onus is on them to show the exclusion applies – as Miss D and Miss D have pointed out when responding to the investigator's view. Looking at the available information and evidence, I think RSA have done so in the specific circumstances of this case. I'll explain why I've come to this view.

In their final response, RSA refer to policy exclusions, in the *Policy exclusions* section of the policy, which apply to all sections, where there are the following exclusions:

“Wear and tear

Any loss, damage, liability cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, insects, vermin, fungus, condensation, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation or restoration.

Defective construction or design

Any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or materials.”

I've also considered the comments from B's desktop validation of the claim. These are:

“I have reviewed insured's images. It looks like the fibreglass flat roof has been installed over a defective felt roof, this has subsequently delaminated causing the new roof to peel back.

The original roof should have been removed prior to installing the fibreglass roof. As such this is due to poor workmanship and so we cannot provide cover.”

There are also comments in RSA's case notes about the Oriented Strand Board (OSB) used as underpinning for the fibreglass roof, based on photographs of the damage taken by the contractor who put in place the temporary repair to the roof a few days after the incident:

“Pre-existing dampness to the OSB decking has softened timber surrounding the nail fixing, which would then leave the roof vulnerable to wind loading. To the right hand side of the picture where the GRP roof meets the 'apron', the OSB sheet has delaminated and peeled back like vinyl, again indicative of pre-existing water

damage. The photo above was taken by the make-safe contractor no more than five days after the event, and we can see the degradation of the timber is long-standing.

I have to conclude, on balance, 'but for' the pre-existing combination of the poor construction method, leading to the gradual deterioration of the OSB the roof would not have failed.

Fibreglass roofs should have a lifespan of 25 years, the fact we can see water ingress which predates the cause of loss tells me this roof was not fit for purpose."

Miss D and Miss D accept the fibreglass roof was applied onto the original felt roof and acknowledge this wasn't best practice. But they maintain the roof was in good condition and there hadn't been any issues with the roof in the 10 to 12 years since it was installed. So, the damage was the result of the high winds in the storm, not the way the fibreglass roof was overlaid onto the felt roof.

I've thought about both points of view carefully, but on the balance of probabilities I'm more persuaded by RSA's view, drawing on the above comments from B and the case notes. If something isn't best practice, it indicates something that shouldn't be done, and I've not seen an explanation of why best practice wasn't followed when the fibreglass roof was installed. . It's not unreasonable to conclude not following best practice is likely to increase the risk of subsequent issues and potential failure.

I've also looked at the photographs of the damaged roof. Having considered these alongside the views of B and RSA's case notes, I think they're consistent with those views.

From the photographs, it's clear the fibreglass roof was laid onto the OSB, which was laid onto the felt roof. RSA have said, based on technical review and the photographs, if the OSB was glued (bonded) to the felt) it would have been likely to fail given the nature of felt roofing. That's because felt is a mineral material involving a bitumastic material coated with mineral particles. Over time the mineral coating would become unbonded. The photographs also show evidence of rot at one corner of the roof by the apron around the roof and of the OSB, indicating water ingress that would have weakened the OSB. Combined with the adhesion issues, this is likely to have made the roof vulnerable to the storm conditions.

I think these points are persuasive, supporting RSA's view about the design and construction of the roof and wear and tear issues affecting the roof's condition prior to the storm.

Taking these points into account, then I've concluded RSA have done enough (given the onus being on them to show the exclusions apply) to have applied the exclusions for defective construction and design and for wear and tear fairly and reasonably to decline the claim for damage to the roof, in the specific circumstances of this case.

While I've reached these conclusions, I have considered the other points raised by Miss D and Miss D. First, the issue of RSA carrying out a desktop review and not visiting the property to inspect the damage, when Miss D and Miss D said there were surveyors in their area. RSA have said there weren't any surveyors available from the firm (B) they use to assess damage and claims. That being the case, it was for RSA to determine whether a desktop evaluation would be sufficient, based on the images of the damage provided and their being very close to the date of the incident. I don't think this is unreasonable, and the photographs are of a quality to enable reasonable conclusions to be drawn about the damage and the condition of the roof immediately before the incident.

Second Miss D and Miss D refer to widespread damage caused by Storm Arwen (including their area) and strength of the winds at the time of the incident. I don't disagree with their

observations on either point, but the issue here is whether the damage to their property was whether the storm conditions were the main or dominant cause of the damage. As I've set out above, I don't think they were and that the storm conditions highlighted the issues of the design and construction of the fibreglass roof and its' condition at the time of the incident. Had these factors not been present, I think it likely the storm wouldn't have caused the damage it did.

My final decision

For the reasons set out above, it's my final decision not to uphold Miss D and Miss D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D and Miss D to accept or reject my decision before 11 January 2024.

Paul King
Ombudsman