

The complaint

Mr and Mrs R are unhappy with the roof repairs AA Underwriting Insurance Company Limited (AA) carried out when they claimed under their policy for storm damage.

The buildings and contents policy is in joint names but, for ease of reading, I'll refer mainly to Mr R throughout my decision.

What happened

Mr R successfully claimed under his policy after a piece of lead sheet dislodged and caused damage to the roof tiles below. He complained to AA about the repair delays. This matter was dealt with under a separate complaint, so I won't go into further detail.

After the roof was repaired, Mr R complained to AA again. He said:

- the roof tiles didn't match;
- AA hadn't replaced some of the damaged tiles;
- he'd found water damage inside his home;
- he didn't think AA had adequately repaired the lead covered roof;
- its contractors left tiles in his garden, and
- its contractors hadn't cleared the broken tiles from the gutter, causing it to leak.

AA appointed a surveyor who reported the following:

- the repairs were satisfactory;
- matching tiles were unavailable so it used reclaimed tiles;
- many existing tiles showed evidence of wear and tear, and
- one historical cement repair was evident.

However, the surveyor also said that one tile was patch repaired using a cut tile and silicon but there was no evidence of whether the tile was damaged by the lead sheet or whether it was historical damage.

Our investigator didn't think AA had acted fairly. He thought AA should review and resolve the issue with the patch repaired tile, although he accepted that the rest of the roof was repaired satisfactorily. While he agreed that Mr R shouldn't have been left to clear away the broken tiles, our investigator didn't think that was enough to warrant compensation. In respect of the water ingress, our investigator said the report offered reasonable explanations, and it was for Mr R to decide whether he wanted to make another claim for possible storm damage.

Mr R didn't agree. He referred to photos which showed there was still evidence of tile damage, and he disputed the claim that the water ingress might've been due to condensation.

I issued a provisional decision in December 2023 explaining that I was intending to uphold Mr and Mrs R's complaint. Here's what I said:

provisional findings

My role here is to consider whether AA handled Mr R's claim and repairs fairly. To be clear, I've considered AA's actions since its 12 February 2022 final response letter.

Roof repairs

Mr R complained that AA hadn't completed satisfactory repairs following his storm damage claim.

The evidence I've relied on to address this point includes photos of the roof and the expert report prepared by AA's surveyor following Mr R's complaint.

The photos show that the roof does have uneven tiles, and there are areas where tiles are cracked or deteriorating. However, the photos also show vegetation on the cracked tile edges. This indicates that the damage was present for some time as reported by AA's surveyor.

Looking at the expert report, it confirms that there's some unevenness due to the use of reclaimed tiles. Because the matching tiles weren't available, I don't think it was unreasonable for AA to use reclaimed tiles. I understand Mr R was unhappy that they weren't cleaned first. I accept that would've been frustrating, but I don't think it amounts to a poor repair. That's because the tiles should weather and blend in over time. The photos don't show that the unevenness is detrimental to the overall look or function of the roof, so I don't think it was unfair for AA to complete the repair in this way.

That said, I note AA's surveyor couldn't be sure about whether an inadequate repair was completed by AA's contractors:

one single item of concern I can see which is underneath the ridge tiles behind the chimney stack there is a broken tile which has been patch repaired

Unless trades took pictures of this missing tile showing that there was Lichen growth or any other wear and tear which could prove that this tile was already cracked and the missing before the storm event, then this tile would need replacing.

The surveyor said the repair needed to be done again, and I think that's a fair observation based on the report and photos.

Therefore, I plan to ask AA to carry out a further repair or replacement of the silicone repaired tile unless it has evidence to show that it was damaged before the storm.

Overall, the evidence persuades me that AA completed satisfactory repairs, with the exception of the silicone patched tile. I don't plan to ask AA to do anymore than repair or replace that one tile.

Water ingress

Mr R complained that, after the roof repair, water entered his home during periods of heavy rain.

The surveyor inspected the areas concerned and reported that some loft boards were sagging when they originally surveyed the property. The surveyor also said lined walls showed creasing consistent with condensation problems, but they found no evidence of poor workmanship. However, the surveyor thought that if the water ingress was not from condensation, it could be due to a second incident which would be a new claim.

The recent internal watermarks on the ceiling could not be determined if this was from a recent ingress from a new event or if the room is suffering from excess condensation problems during cold snaps.

The surveyor also said:

It is not clear if this roof has any sarking felt underneath the tiles. If it is the original roof... this would not have any installed as this was not used at that period. Only if the roof has been stripped and recovered in the past would this be installed. If this has been done and there is felt in place which has been damaged by the storm event and not replaced then this could cause ingress. This would need confirming by the attending trades

If there's a possibility that the roof had felt, [I'd have] expected AA to be aware of that from the repairs. If that's the case, then any damage caused to the felt during the storm should've been covered under the first claim. In light of the comment, I think it warrants a further inspection to determine whether the roof was felted and, if so, whether there is damage which could relate to the first claim.

Tiles left behind

Mr R said AA left tiles behind - both damaged tiles in his gutter and reclaimed tiles in his garden - leaving him to clear them away. AA agreed that it should've cleared everything away.

Although Mr R didn't provide anything to show the full extent of discarded tiles, I have no reason to doubt what he says. I accept that it would've been an inconvenience having to clear away after AA's contractors completed repairs. Mr R didn't say he incurred any costs in doing so, but he shouldn't have had to climb onto his roof to clear gutters or dispose of discarded tiles. I find that AA fell short in expected service standards here.

Therefore, I'm minded to require AA to pay £100 compensation to Mr R in recognition of the inconvenience caused by this shortfall in its claim handling.

Overall, the evidence indicates that AA completed the repairs to a satisfactory standard, albeit with one tile which needs revisiting. However, I don't think it was fair that Mr R needed to clear away after AA's contractors, or make another claim for storm damage unless AA can reassure him that the water ingress is a separate incident to the storm damage claim dealt with here.

I said I was minded to require AA to:

- Arrange to inspect Mr R's roof to determine whether the patch repaired tile needs replacing.
- Find out whether the roof was felted and, if so, whether there's any damage to the felt relating to the original storm damage claim.
- Pay £100 compensation for the inconvenience of having to clear away roof tiles left behind.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

AA didn't make any further comment, but Mr R didn't agree with my decision regarding the availability of matching tiles. I'll address his comments below.

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.

Mr R said he didn't agree with my decision about the availability of matching tiles, and he gave a timeline of dates when AA attended to work on his roof. There was a gap of four months and then two months between visits, and AA fitted non-matching tiles on two of those occasions.

While I accept that Mr R remains frustrated by the mismatch, I can't reasonably criticise AA for using reclaimed tiles to effect the repair. The reclaimed tiles would be apparent but new tiles would also, likely, have been prominent against the backdrop of the existing roof. Mr R's complaint was that AA could've at least cleaned them, indicating that it's the roof's appearance which was unacceptable to him. However, providing AA completed the repair to bring the roof up to an acceptable standard, in line with the policy, I don't find that its use of reclaimed tiles was unreasonable.

Mr R went on to say that water is now coming in from the base of the window which lost the lead sheeting. He thinks the lead must've lifted when the sheet was torn off and AA didn't secure it. While I accept this falls within his broader complaint of unsatisfactory roof repairs, it's not a specific part of this complaint so AA will need an opportunity to respond. Therefore, I can't address it here. However, as I expect AA to return to Mr R's house to inspect the damaged roof tile, it may agree with Mr R directly to inspect this further damage to find out whether it relates to the original claim. That's a matter for Mr R and AA to address.

If he remains unhappy about the possible damage to the lead window base, Mr R may need to raise another claim and/or complaint with AA.

In summary, I'm satisfied that there is outstanding work for AA to carry out in relation to Mr R's claim. But I haven't seen any further evidence to persuade me that AA need do more in respect of this complaint than I proposed in my provisional decision.

My final decision

For the reasons I've explained above, and in my provisional decision, my final decision is that I uphold Mr and Mrs R's complaint and AA Underwriting Insurance Company Limited must:

- Arrange to inspect Mr R's roof to determine whether the patch repaired tile needs replacing.
- Find out whether the roof was felted and, if so, whether there's any damage to the felt relating to the original storm damage claim.
- Pay £100 compensation for the inconvenience of having to clear away roof tiles left behind.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R and Mr R to accept or reject my decision before 2 February 2024.

Debra Vaughan
Ombudsman