

## The complaint

Mr B is unhappy that Acromas Insurance Company Limited (AIC) refused to carry out further repairs after his roof was damaged for a second time.

## What happened

Mr B had buildings and contents insurance underwritten by AIC.

In summary, when his roof was damaged during a storm, Mr B claimed under his policy. AIC accepted his claim and completed repairs in April 2021.

However, some months later, Mr B noticed mortar had fallen from his roof again. It was the same area where AIC had completed the previous repair. He contacted AIC to say he thought the damage was due to poor workmanship and that AIC should repair the roof again or pay for him to use other contractors.

After looking into this, AIC didn't think the damage was due to poor workmanship. It pointed out there'd been more storms during that time which, its expert report stated, would've been the main cause of the damage. Mr B hadn't renewed his insurance with AIC, so it wasn't responsible for any new claims.

Mr B was unhappy with AIC's response and the time it had taken to conclude its investigation, so he complained. While AIC still didn't think it was responsible for the roof repairs, it agreed that its customer service hadn't been what Mr B could've expected. By way of apology, AIC offered £200 compensation.

But Mr B remained unhappy, so he brought his complaint to us.

I issued a provisional decision in January 2024 explaining that I was intending to uphold Mr B's complaint. Here's what I said:

### ***provisional findings***

*The key issue of complaint is that the repairs AIC carried out to Mr B's roof didn't last, so he thinks the repairs weren't carried out properly. The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So, my role here is to look at the evidence and decide whether AIC treated Mr B fairly when it refused to carry out further work in respect of his original claim.*

*The evidence persuades me that AIC didn't treat Mr B fairly when it rejected his request for further roof repairs for the following reasons:*

- *Mr B provided photos of what he considers to be a poor repair. The photos show pieces of mortar on the ground, and corresponding gaps in the roof mortar where AIC carried out the repair.*
- *The repair was carried out less than a year before Mr B noticed the mortar had started to fall away.*
- *AIC's contractor confirmed the damage was in the same area as the work they'd completed, but they said storms could've contributed. However, Mr B reported the damage directly to the contractor in August 2022, and AIC hasn't provided any evidence of storms immediately around that time which might've caused the mortar to fall away.*
- *When AIC asked the contractor to provide a clearer conclusion, they said there was also other damage on the roof. While that might be the case, it doesn't explain why the repair didn't last much more than a year. I also note Mr B confirmed he isn't claiming for any other damage: he just wants the original repair to be redone.*
- *Mr B asked AIC to arrange an inspection and its notes say that should've been done. It made arrangements with the contractor to attend again, but I can't see any evidence that a visit was carried out.*
- *In reaching its decision to reject Mr B's claim for poor workmanship, AIC reviewed the contractor's second report. The wording had changed from the original report to place more weight on the storms being the main cause of damage. This was amended after AIC told the contractor that it should either give a clear reason for the damage or carry out a new repair.*
- *The report stated Mr B's hilltop home location was exposed to storms. However, on viewing the location after Mr B challenged the comment, I consider the contractor's description an exaggeration of the exposure and somewhat misleading. The home is set into the hillside amongst other houses.*
- *Given that the report was amended and misleading, I can't reasonably rely on this piece of evidence.*
- *Looking at the claim notes overall, AIC noted that the contractor didn't follow up on the matter, it didn't provide direct answers to direct questions, and sometimes it simply didn't respond at all. The content of the notes makes it clear that AIC was unsure about whether its contractors could show they carried out lasting repairs. Therefore, I don't think AIC could rely on the contractor's report either.*

*In summary, AIC's evidence hasn't persuaded me that the damage Mr B reported is anything other than its contractor's failure to carry out an effective and lasting repair. Whereas Mr B's evidence persuades me that, more likely than not, the workmanship wasn't satisfactory which was the reason the mortar fell away during summer months, rather than being caused by a storm. Therefore, I don't think AIC treated Mr B fairly when it rejected his claim for the work to be redone.*

I said I was minded to require AIC to inspect the roof where the original repair was carried out and, unless it can demonstrate that the repair was completed to a satisfactory standard, repair the roof again. I would not expect AIC to repair any other parts of the roof which were not part of the original claim.

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

## **responses**

Mr B didn't provide any further comment.

AIC didn't agree with some of my conclusions which it said were based on an incorrect understanding of the timeline of events. Further to this, AIC remained of the view that the damage was due to named storms which happened after it originally repaired the roof. It said this was supported by the appearance of new roof damage.

## **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.

Having done so, I've decided to uphold Mr B's complaint for the same reasons I gave in my provisional decision. That's because the comments and clarification AIC provided don't make a material difference to my provisional findings.

That said, I'll respond to AIC's comments as a whole and correct references to the timeline of events.

Looking back at the evidence, Mr B said the mortar started to fall away less than a year after the repair. However, on further examination of the timeline, I accept AIC's comment that it was in fact around 15-17 months after the repair. Nevertheless, I understand that the roof repair was guaranteed for two years, so I'd expect AIC to look into any damage occurring in the same area within 24 months of the original repair.

AIC provided evidence of storms, in particular around January and February 2022. Mr B reported the damage directly to AIC's contractor, which I'll call DHH, in August 2022. If the storms had caused the damage, I'd have expected Mr B to have reported the fallen mortar much sooner than August. The repair should've been effective and lasting, and we'd normally expect only the most severe weather conditions to damage an otherwise well-built and well-repaired roof. I haven't seen any evidence to show that such conditions happened around the time Mr B noticed the damage.

I've thought about AIC's comment that other areas of the roof showed signs of damage, which could be attributed to the storms in January and February 2022. The damage to other parts of the roof may well have been caused by subsequent storms. But that doesn't have any bearing on the mortar falling away from the original repair months later.

AIC didn't agree that it failed to arrange for DHH to inspect Mr B's roof again. It confirmed attendance in August 2022. However, it was Mr B who arranged that visit directly with the contractor. I understand DHH did eventually attend again under instruction of AIC, but the contractor failed to provide any meaningful response to AIC's repeated requests for information.

In this instance, Mr B is not proving he has a claim. Rather he is saying that DHH didn't repair the roof as well he could've reasonably expected. His evidence is the fallen mortar, and I'm not persuaded that DHH's vague, and subsequently amended, report is sufficient evidence that the repair was carried out effectively.

AIC said the wording on the contractor's first report wasn't changed. But I note that, in response to AIC's challenge that the first report wasn't conclusive, DHH did issue a second report with different wording. To be clear, the evidence AIC provided showed that its challenge was to DHH to either provide a conclusive report or revisit the repair. The contractor issued an updated report to say the damage was caused mainly by storms. The original wording was that the storms contributed to the damage.

But, because the report was updated without further inspection, and the contractor gave misleading information about the location of the house and the exposure to weather, I can't reasonably place much reliance on it.

On reading the evidence again, I was reminded of AIC's effort to get responses from its contractor. Looking at its contact notes from March 2023 in particular, it's evident that AIC was frustrated by the lack of engagement by its agents. While I have some sympathy with AIC, Mr B's contract was with AIC and it must take responsibility for the actions, or inactions, of its agents.

Finally, AIC said because of the time that had passed, it can't demonstrate by way of a report that the original repair was satisfactory. I understand that may be the case. However, my requirement provides for that as a possible outcome, so if AIC can't show the original repair was satisfactory, it should repair the roof again.

### **My final decision**

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

- inspect the roof where the original repair was carried out, and
- unless it can demonstrate that the repair was completed to a satisfactory standard, repair the roof again.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 18 March 2024.

Debra Vaughan  
**Ombudsman**