

The complaint

A club I'll refer to as "E" complains about the workmanship undertaken by Aspray Ltd following a storm damage claim against its insurance policy.

What happened

The background to the complaint is known to both E and Aspray so I won't repeat it here. In this decision I'll summarise the complaint and focus on giving the reasons for my decision.

E's clubhouse suffered storm damage after branches fell on its roof. Aspray were appointed by E's broker to arrange the necessary repairs. They say this included replacing some decking board and a section of bitumen roof. Following repairs, however, members of E inspected them and were concerned whether these produced a lasting and effective repair.

E appointed an independent surveyor who expressed concerns over the adequacy of repairs, the materials used, and concluded broadly that they needed to be redone because they were poor. E sent this to Aspray, so they appointed an independent contractor to assess the repairs. They concluded, broadly, that other than thinner decking boards being used which shouldn't cause a problem to the effectiveness of the repair, all was in order. Aspray also say following repairs, tree surgeons walked on the newly repaired roof causing it to crease, amongst other things. They were satisfied repairs were adequate. E didn't agree, so it asked our Service for an impartial review.

I issued a provisional decision on 14 July 2023 which set out the following:

'What I've provisionally decided – and why

The key question to answer is whether I'm satisfied Aspray provided E with a lasting and effective repair. To answer this question, I've reviewed the various reports and photos provided. And having done so, my current thinking is the answer to this question is no. I'll explain why.

Following repairs, E appointed an independent surveyor to provide a report. This set out, broadly, that:

- The roof seemed to be in good working order other than the patched area completed by Aspray, and the standard of repairs were poor with a number of defects*
- Different decking thickness had been used whereas the same thickness should have been used for repairs*
- Felt coverings were poorly fitted, not bonded in places, which has led to cracking over a short period. And the standard of repairs – in their professional opinion – were exceedingly poor, and remedial works would require removing the old works and carrying out new repairs.*

I acknowledge Aspray say both their repairer and independent contractors concluded correct materials were used and the repair was adequate. But I don't agree. I say this because all professional parties involved concluded new decking boards were thinner than the original

boards. And Aspray's independent contractors said this '**shouldn't**' [bold for my emphasis] cause a problem. I don't think this comment supports correct materials were used, or that a lasting and effective repair was successfully completed here. E's main concern is over the longevity of these repairs, so I understand why this comment – along with its independent surveyor's findings – gave it no confidence repairs would be lasting and effective.

I note nothing's happened – fortuitously in my view – since repairs were completed. No water has entered the clubhouse via the roof, for example. To be clear here, repairs were completed around March 2022, and while the repairs have stood up to the test of time for this short period, I don't think that automatically means it's safe to conclude this was a lasting and effective repair. E pointed out its concerns for the future being an amateur club with limited finances. And I think its concerns are reasonable given the evidence it provided to support those concerns.

Aspray say damage was due to E appointing tree surgeons who walked on the roof shortly after repairs to cut down trees. They say E was verbally informed no activity should take place on the roof for 12 months by the repairer. E's representatives, however, say this wasn't communicated, and also no guarantee for the works was provided. There's a lack of evidence to support this was communicated to E – such as some form of repairs completion report setting out this very important information. All things considered – I find it more unlikely E would have allowed for contractors to walk on a recently repaired roof shortly after being told not to as this would compromise the repairs. I say this because I've found the testimony of those representing E in this case to be reasonable, plausible, and consistent throughout.

I've reviewed photos provided by the repairer and E's independent surveyor. The repairer's photos show the area of the clubhouse roof with works completed. While E's independent surveyor's photos show the impact of using thinner decking, creasing, and other issues to support their findings. I'm not a roofer and so I must rely on the opinions of experts. And in cases where a policyholder considers repairs to be inadequate, or not lasting and effective, the onus is on them to demonstrate this. Given the compelling independent surveyor's findings, and photos to support these findings, it's my opinion E took reasonable steps to support its concerns.

Therefore, in this case, I'm more persuaded E took reasonable steps to demonstrate repairs weren't lasting and effective. I'm not satisfied the issues reported by the independent surveyor is the result of E allowing contractors to walk on the roof having been told no activity should take place for 12 months. As such, I currently intend to require Aspray to put matters right.

I don't consider it would be appropriate to require Aspray to reattend to undertake the further repairs required. So, Aspray should cash settle the repairs now required to complete a lasting and effective repair to the area of the roof damaged by the storm claim. Because I'm satisfied E has reasonably demonstrated repairs weren't lasting and effective, Aspray must also bear the cost E incurred in appointing the independent surveyor for their findings, and include 8% simple interest, from the date this was paid, to the date of settlement.

My provisional decision

For the reasons I've mentioned above, my provisional decision is I uphold the complaint. I intend to require Aspray Ltd to:

- Cash settle the repairs required to put right the claim-related repairs; and
- Reimburse the costs incurred by E in appointing an independent surveyor to provide a report, including 8% simple interest, from the date this was paid by E, to the date of

settlement.'

Responses to my provisional decision

E accepted my provisional decision, but Aspray didn't. They said, broadly, that repairs have stood the test of time, they were validated by an independent contractor, and there's no evidence of poor workmanship they would have taken steps to put right if that was the case here. I've considered Aspray's response and will now go on to set out my final decision.

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.

This is a finely balanced dispute involving conflicting expert opinions. My role here isn't to determine the adequacy of repairs because I'm not a roofer. My role is to consider the evidence and decide whether I'm persuaded E has taken reasonable steps to support its concerns that Aspray failed to provide a lasting and effective repair.

In my provisional decision, I acknowledged repairs have stood the test of time since their completion in March 2022. I also said it's my opinion this is more likely fortuitous given the photos of the issues highlighted by E's independent surveyor to support their findings that repairs were exceedingly poor and to a low standard. Therefore, I don't find concluding a lasting and effective repair has been achieved simply because nothing's happened so far reaches a fair and reasonable outcome.

As set out above, if a policyholder considers repairs to be inadequate, or not lasting and effective, the onus is on them to provide supporting evidence to demonstrate the same. In this case, it's my opinion E has taken reasonable steps to do this by providing a compelling report from an independent surveyor that sets out in detail issues found with the repairs, and what's required to achieve an adequate, lasting, and effective repair. This report doesn't support Aspray's conclusions that repairs were adequate, or issues with the roof were the result of members of E allowing tree surgeons to walk on top of the roof despite being told no activity should take place on it for 12 months. It follows I now require Aspray to put matters right.

Putting things right

Aspray must cash settle the claim-related repairs now required to complete a lasting and effective repair. And Aspray should also bear the cost E incurred in appointing the independent surveyor to inspect the repairs and provide their findings. They should include 8% simple interest on this payment from the date E made payment (if applicable), to the date of settlement.

My final decision

For the reasons I've given above, my final decision is I uphold the complaint. I now require Aspray Ltd to put matters right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask E to accept or reject my decision before 23 August 2023.

Liam Hickey
Ombudsman