

The complaint

Ms S complained because Red Sands Insurance Company (Europe) Limited declined her Building Regulations and Contractors Guarantee insurance claim.

What happened

Ms S claimed for a damaged front door – the surface was bubbling and flaking. Red Sands's contractor inspected the door and reported that the damage was due to wear from being in the hot sun. Red Sands declined the claim as damage caused by wear and tear wasn't covered by the policy. Ms S disagreed with Red Sands. She said the contractor told her at the time that the damage was caused by a manufacturing fault.

What I provisionally decided – and why

I issued a provisional decision which outlined why I didn't think the complaint should be upheld. The relevant parts of my provisional decision are outlined below. They form part of this final decision.

- Ms S's policy provided cover for defective workmanship or faulty materials. Of relevance to this complaint, the policy specifically excluded cover for any damage or defect caused by fair wear and tear or climatic conditions such as sunlight or storm.
- For Ms S's claim to be covered she needed to 'prove her claim' in the first instance. What that meant was she needed to show that the damage she claimed for was caused by something covered by the policy ie defective workmanship or faulty materials. If she couldn't do that the claim would fail. But if she could overcome this hurdle Red Sands was required to pay the claim unless it could show that a policy exclusion applied.
- I hadn't seen any evidence showing the damage was caused by defective workmanship or faulty materials. Ms S said the contractor told her this was a manufacturing fault and it was something he'd seen before. But his report and quote (which was the evidence I thought carried most weight) said the damage was due to the door being in the sun. Nothing was mentioned about a manufacturing fault.
- Accordingly, I concluded from the evidence available that it hadn't been shown the damage Ms S claimed for was caused by defective workmanship or faulty materials. In other words, Ms S hadn't proven her claim. On that basis, irrespective of any policy exclusion that might apply, I concluded that Red Sands acted reasonably when it declined Ms S's claim.
- I nevertheless also considered the exclusions that might apply. I wasn't totally persuaded that a door or its paintwork could be subject to wear and tear like something with moving parts could. To me, the bubbling and peeling of paint was more akin to gradual deterioration. However, there was clear documented evidence which said the damage was due to the door being exposed to the sun. So even if it could be shown that the damage was due to defective workmanship or faulty materials, as the damage was caused by the sun the exclusion relating to climatic conditions would still apply.

- In summary, I concluded that Red Sands acted fairly in declining Ms S's claim because:
 - it hadn't been shown the damage was caused by defective workmanship or faulty materials
 - it had been shown that the damage was due to climatic conditions ie sunlight.

Responses to my provisional decision

Red Sands didn't provide anything further.

Ms S disagreed with my conclusion. She felt I'd set the bar unusually high by saying that even if she could overcome the 'proof of claim' hurdle it had been shown that the damage was due to climatic conditions. She said composite doors are advertised as lasting up to 30 years with little to no fading, even in strong sunlight, whereas her door is the only one fitted in her neighbourhood to suffer this damage – which she feels points to something being amiss with the door. She also said professionals, having seen photos of the damage, suggested the outer lacquer (there to protect the door from the weather) was delaminating.

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.

I agree with Ms S there is something wrong with the door – that can be seen from the photos. But my role isn't to decide or judge what caused the damage; it's limited to deciding whether on the evidence it had available Red Sands's decision to decline the claim was fair.

I don't think the bar has been set unusually high in this case. For any insurance claim, the burden of proof in the first instance is on the policyholder to show that whatever loss or damage they're claiming for is something covered by the policy. But overcoming this initial hurdle doesn't automatically mean there will be a successful claim. For example, for a home insurance claim it might have been shown that the home was damaged by storm or theft (two events ordinarily covered under a home insurance policy) but that doesn't automatically mean the insurer will be liable to pay the claim. This is because there might still be policy exclusions that apply to defeat the claim. The burden of proof only shifts to the insurer (to show that a policy exclusion applies) if the consumer can overcome the first hurdle.

The comment in my provisional decision was to explain to Ms S that her showing there was a manufacturing fault with the materials or there had been some defective workmanship wouldn't automatically mean Red Sands became liable for the cost of repairing or replacing the door. All it would mean was that the burden of proof would shift to Red Sands to show that an exclusion applied. And based on the evidence I'd seen it had done that.

The three opinions Ms S provided (two from manufacturers/suppliers and one from a double glazing contractor) don't persuade me to change my mind. This is because:

- the first one said *"It is difficult to tell whether a manufacturing fault or weathering, but it's the worst I have ever seen. The lacquer is delaminating"* – this only says what the damage is (the delaminating lacquer) not what caused it (there's no opinion on whether the delaminating lacquer was due to a manufacturing fault or the weather)
- the second one said *"I've seen a few, not many and certainly not as bad as that"* – this only says he'd seen a few (I presume doors in this condition), not what caused it
- the third one said a few years ago there were a number of doors manufactured that had similar issues although he hadn't had any personal experience of it – these comments

were only about doors in general rather than the damage to Ms S's door (and even then it wasn't through first hand experience); and there's again no opinion on the cause of the damage.

It remains my view that the most persuasive evidence as to the cause of the damage is the report provided by the contractor Red Sands sent to inspect the door. That specifically said the door had pealed due to wear from being in the hot sun. As I said in my provisional decision, I think the damage is more akin to gradual deterioration rather than wear or tear. But the policy specifically said Red Sands won't be liable for any damage or defect caused by climatic conditions such as sunlight or storm. On that basis, I conclude that Red Sands's decision to decline the claim was fair.

In closing, when responding to my provisional decision Ms S also said she'd noticed that the glass surrounds on the inside of the door are coming away from the frame. I'm not able to comment on this because it's separate damage and Ms S will need to make a separate claim to Red Sands for that damage to allow Red Sands to consider that claim. If she's unhappy with any decision Red Sands makes on the new claim she will be entitled to make a new complaint about that decision.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 16 September 2025.

Paul Daniel
Ombudsman