

The complaint

Mr and Mrs T are unhappy that their home buildings insurance claim for accidental damage to their roof was declined by Intact Insurance UK Limited (formerly known as Royal and Sun Alliance Insurance Limited) ('Intact'). They're also unhappy with the way in which their claim was handled.

What happened

Mr and Mrs T were having solar panels fitted by an installer, which I'll call S. When S' contractor came to fit the panels, one of the installers put his foot through a small area of the roof. The contractor said that this was because the roofing battens were rotten. Mr T doesn't agree that they were rotten, but as it was raining at the time, and in order to avoid any damage to the inside of his property, Mr T has told us that he agreed to the contractors fixing the damage, prior to continuing with the solar installation. This cost an additional £2,100 on top of the original contract price.

The parties are aware of the details of what happened here, so I won't set them all out again in this decision. Intact have declined Mr and Mrs T's claim for accidental damage to their roof. As Mr and Mrs T had the roof fixed, and the solar panels installed before Intact were told of the claim, they couldn't inspect the damage to confirm its cause. So, they relied on what they were told by S about the battens being rotten and declined the claim, relying on a clause excluding loss directly or indirectly caused by rot.

Our investigator found that Intact had acted fairly and reasonably when relying on the terms of the insurance policy to decline the claim. But she thought that the information provided to Mr and Mrs T when the claim was being decided had been confusing. This had both upset and inconvenienced them, so she recommended that Intact pay an additional £50 on top of the £50 compensation that it had already offered, making a total of £100. Intact accepted the investigator's view, but Mr and Mrs T didn't.

Mr and Mrs T believe that Intact have acted unfairly in relying on S' statements about the state of their roof. They think that S has something to hide here, as its contractor was at fault for the incident and they believe that they hadn't used the appropriate equipment to access the roof safely, hence the damage that took place. They don't consider the battens to have been rotten. Mr and Mrs T asked for an ombudsman's 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.

I'll start by saying that I can completely appreciate why Mr and Mrs T are upset about the decline of their claim. They think that S' contractor was responsible. They think that there should have been a pre-installation report, and that this will have identified whether their roof had any damage or was unsuitable for the fixing of solar panels. But no such report has been provided to us and it's not clear if one was done. So, I can only assess this complaint on the basis of the evidence that I have. And I'll do that by deciding what is more likely than

not to have happened.

In this decision, I shall only mention those matters that I consider to be relevant to the decision that I have reached. I appreciate that the parties have said a number of things to us, and I mean no discourtesy by not mentioning something that they consider to be important. Please rest assured that I have reviewed everything that we have been provided.

I note that Mr and Mrs T are also unhappy about the price increase for their policy and its subsequent cancellation. These are not things that I will be considering in this decision. At the time this complaint came to us, no complaint had yet been made to Intact about those things. If Mr and Mrs T wish to raise a further complaint about them with Intact, and they remain unhappy with any response received, they may still be able to bring their complaint to this Service.

In assessing this complaint, I can see that, fundamentally, there is a clear dispute between Mr and Mrs T and S about who was at fault and the level of responsibility that S should have taken for the incident. But I can't decide that dispute with S, as they're not a financially regulated business.

S has said that they replaced around 15 rotten battens. The variation of contract form issued after the incident indicates that this was required so that the solar panels could be fitted. From the photos I've seen, it appears that a much larger area of battens and felt was replaced than that which would have been damaged by the contractor incident, which I understand to have been in a limited area near the skylight. The photographs show that around 4 tiles near the skylight have been replaced. The rest are the original tiles which appear to have been put back on the roof after the underlying felt and battens were replaced - for which there's also a picture showing the new battens and felt installed.

Whilst I appreciate that Mr and Mrs T think that any of the evidence provided by S is self-serving and should not be relied upon, I have found that the evidence as a whole, and in particular that from the photos, does indicate that the battens were more likely than not rotten before they were replaced.

Mr and Mrs T think a pre-installation survey has been withheld as this would show that their roof was in good condition. But I don't agree. When Intact's loss adjuster attended after the incident, he couldn't access the inside of the roof, as the loft wasn't boarded. So, any pre-installation inspection that S or the council undertook, would likely also have been limited as well. Any damage to the battens would not have been apparent, their being hidden beneath the tiles from the outside and behind the felt from the inside. So, it was only when the contractor went up onto the roof that the state of the battens will have come to light, and this was when the installer unfortunately put their foot through it.

I understand that Mr and Mrs T have been charged a further £2,100 on the solar contract price to cover the cost of repairing the roof. But as I've said above, this additional cost appears to cover much more than the damage done by the installer. S offered to fix the damage caused and to return Mr and Mrs T's deposit, with the solar installation then being cancelled. I appreciate that the rain may have had a bearing on the decision that they made, but Mr and Mrs T decided to go ahead with the solar installation. And the work that was done to fix the roof to accommodate this was a great deal more than that for which Intact would ever have been responsible under the terms of the insurance policy.

When considering the claim, Intact have had to rely on the limited evidence available to them, given the work had been done before the claim was made. So, I don't think they've acted unreasonably by making enquiries of S. And, on the basis of all the evidence available, in deciding that the battens were rotten.

There has been some indecision on Intact's part about whether an insured peril occurred here. Mr and Mrs T have cover for accidental damage to their buildings. So, on the face of it, when the installer put his foot through the roof, this was sudden and unexpected. Whilst there is an argument that it was the contractor's negligence that caused the damage, for which they too may bear some responsibility, that doesn't detract from the requirement for Intact's policy to pay out in the event that a customer can show that an insured event has occurred and that they've suffered a loss.

But, when deciding whether to pay a claim, an insurer can rely on any terms of their policy excluding liability, if it can show that these reasonably apply in the circumstances of the claim made. Here Intact rely on a clause that provides for Uninsurable risks. This excludes liability for:

'Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from:

- *...Rot, unless it's caused directly by an escape of water incident specifically covered by this policy'*

Whilst the loss here was caused by the installer putting his foot through the roof, I have found that the indirect cause of the damage seen was also the rotten battens. There's no evidence the rot was caused by an escape of water that would have been covered by the policy. A well-maintained roof, without rot, would be unlikely to have suffered such a failure as happened here. So, I don't think Intact have acted unreasonably in relying on this clause to exclude liability under the policy.

Even if I didn't consider that there was sufficient evidence to show that the battens were rotten, I wouldn't in any event have asked Intact to pay the whole amount which Mr and Mrs T claimed. The extent of the damage for which Intact may have been liable would have been the immediate area where the incident occurred. As I said above, by far the main cost here will have been replacing the battens across the wider area of the roof so that the solar installation could continue. This is not something that Mr and Mrs T's policy covered them for.

In dealing with Mr and Mrs T's claim, there have however been delays, and conflicting information has been provided to them. Initially it appeared that the claim might be accepted, but due to an apparent non-disclosure of some previous claims or losses, there was a concern that Mr and Mrs T hadn't paid the correct premium for their policy. So, a deduction had been considered for them being under-insured. Mr and Mrs T had to chase progress of their claim a number of times and I agree with our investigator that additional compensation for the trouble and upset caused should be paid. I too think that £50 is an appropriate sum for this, on top of the £50 already offered by Intact.

Putting things right

Mr and Mrs T were upset and inconvenienced as a result of the poor communications that Intact had with them when dealing with this claim. For this I consider it should pay them £50 compensation on top of the £50 already offered, making a total of £100.

My final decision

It's my final decision that I uphold this complaint in part. I require that Intact Insurance UK Limited pay Mr and Mrs T an additional £50 compensation. If the initial £50 compensation has not already been paid, then this should be paid to Mr and Mrs T at the same time.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T and Mrs T to accept or reject my decision before 14 October 2025.

James Kennard
Ombudsman