

The complaint

Mr and Mrs D are unhappy that a claim relating to roof damage under a Guarantee Insurance policy underwritten by Acasta European Insurance Company Limited has been declined.

Mr and Mrs D have been dealing with an agent of Acasta who I will refer to as IWA. As the complaint concerns a claim against the insurance policy then Acasta as underwriter is the correct firm for this matter.

What happened

Mr and Mrs D had spray foam insulation installed to their roof space in 2018 by a third-party company I'll refer to as SI which is a trading name of a company I'll call AE. The insulation contract had the benefit of a 'Deposit Value Protection & Guarantee Insurance Policy'. AE is clearly specified on the policy certificate as the supplier.

In summary, the main issues raised about the foam and installation were that no ignition barrier was used (contravening building regulations) and the absence of a breathable sarking card. Mr and Mrs D say the absence of a 50 mm breathing gap resulted in damage to the roof.

One of our investigators explained the scope of the insurance policy was limited to installation failure (including where it's not compliant with building regulations) or where the installation company ceases to trade. The investigator did not find that Mr and Mrs D had demonstrated that the installation was against the manufacturer's guidance, or that it was in contravention of building regulations. She did not recommend that the complaint should be upheld.

Mr and Mrs D disagreed as their roof remained undamaged where the foam had not been installed and felt there must be something that could be done as the foam used was being removed countrywide.

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.

The starting point is to look at what the insurance policy covers and excludes. It states that in the event of the supplier of the items under guarantee being unable to undertake any necessary remedial works under the terms of its own long-term guarantee due to cessation of trading, insurers will indemnify the policyholder for the cost of such work.

The supplier of the items in question, the foam, is a company I've referred to as AE, albeit installed by SI. The supplier company AE is still registered on Companies House with the last document filed dated 9 December 2025. Therefore, it has not ceased trading and as such the policy does not come into action.

In determining what's fair and reasonable in all the circumstances I have thought carefully about the fact that the installer (SI) has apparently ceased trading (according to Companies House) and what, if any, difference that might make.

Mr and Mrs D have provided very limited information which suggests the installation itself is in breach of building regulations as referred to earlier in the background. The information provided is not detailed, specific or from an identifiable expert in the field of spray foam installation. Acasta has said the spray foam turns a 'cold' roof into a 'warm' roof and as such, there's no requirement for a breathable gap.

I've checked that information through RICS (the Royal Institute of Chartered Surveyors) website and a specific consumer guide on spray foam installation. It's apparent to me that what Acasta said is correct and the RICS guide makes no mention of a requirement for a breathable gap.

It does seem to me that Mr and Mrs D's concerns relate to the installation and subsequent consequences of that installation rather than any specified failures in the supplied items. As things stand the insurance policy does not support a requirement or liability for Acasta to step in and, as such, I don't find that Acasta has acted unfairly.

Mr and Mrs D may be able to explore other rights against the supplier but that's not within the remit of this complaint. Consumer organisations such as Citizen's Advice may be able to assist but that's a matter for Mr and Mrs D to pursue should they wish to.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D and Mr D to accept or reject my decision before 2 February 2026.

Sean Hamilton
Ombudsman