Ankenævnet *for* Forsikring

Den 8. januar 2025 blev i sag nr. 101664:

xxxxxxxxxxxxxxxxxxxxxx
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xxxxxxxxxxxxxxxx

mod

Domus Forsikring A/S
Stationsparken 26, 1.th.
2600 Glostrup

afsagt

k e n d e l s e :

____

Forsikringstageren har ejerskifteforsikring. I klageskema af 15/5 2024 har klageren bl.a. anført:

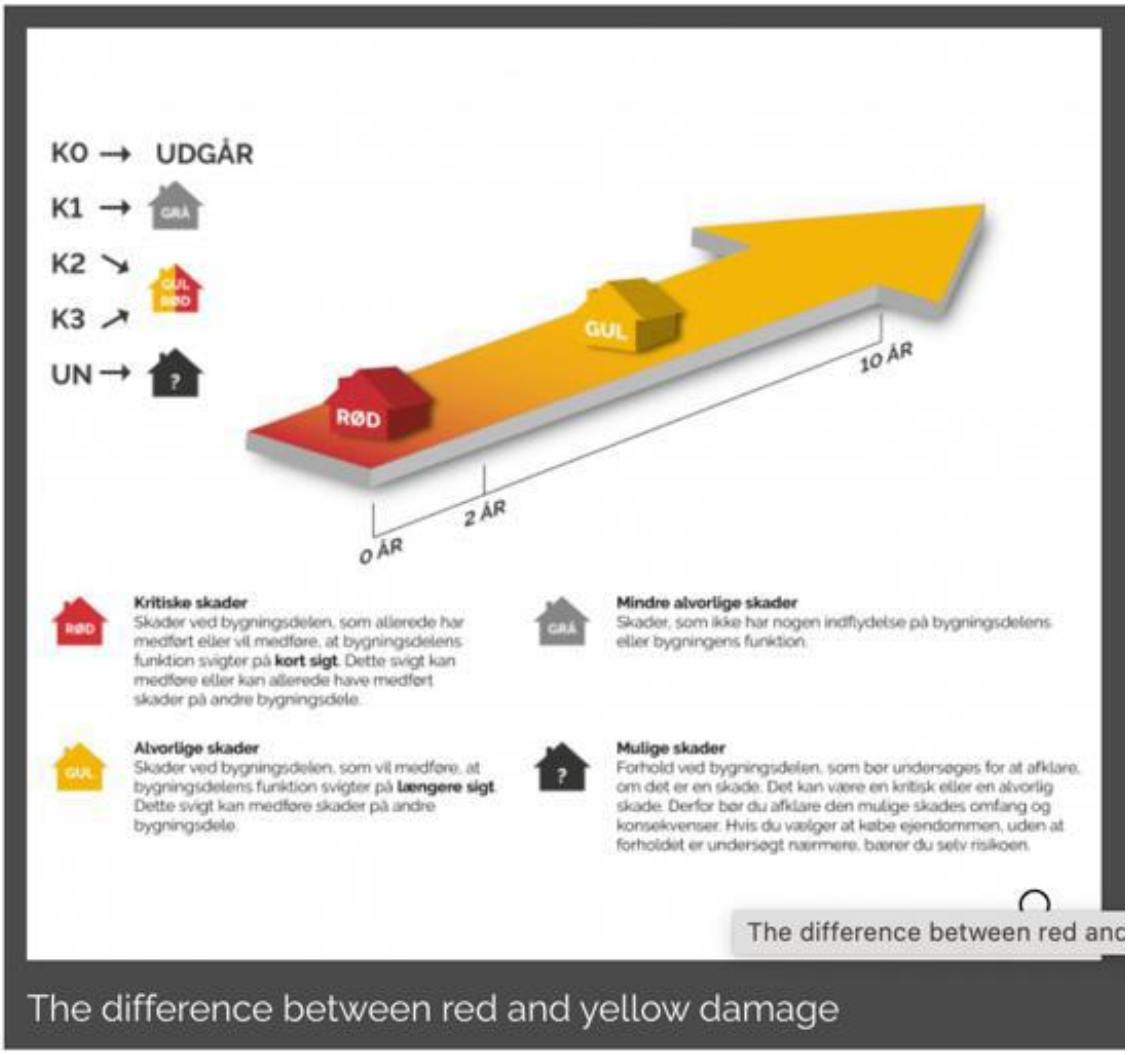
> "**Kort redegørelse for sagen**
> I december 2022 købte jeg et hus beliggende på … , baseret på en tilstandsrapport, der angav ingen kritiske skader på ejendommen. Men i februar 2024 opdagede jeg omfattende råd i tagstenene, hvilket førte til betydelige lækager. På trods af tilstandsrapportens forsikring om, at tagstenene ikke skulle udskiftes før 2069, nægtede DOMUS Forsikring A/S at dække skaden med henvisning til grunde, der hverken blev nævnt i rapporten eller var i overensstemmelse med arten af ejerskifteforsikring. Mine forsøg på at få afklaring og løsning fra DOMUS er blevet mødt med utilstrækkelige svar, selvom min sag blev markeret som hastende. På grund af den kommende regnsæson er det nødvendigt med hurtige reparationer for at forhindre yderligere skader. Jeg søger nu Ankenævnets intervention for at omgøre DOMUS's beslutning og pålægge passende dækning for reparationerne under min forsikringspolice.
>
> **Hvad vil du konkret opnå hos selskabet?**
> Jeg ønsker, at DOMUS Forsikring A/S anerkender og dækker omkostningerne ved reparation af den omfattende råd i tagstenene, som angivet i min ejerskifteforsikringspolice. Jeg ønsker også klar og rettidig kommunikation vedrørende status for min skadeanmeldelse og forsikring om, at lignende problemer vil blive håndteret mere effektivt i fremtiden."

Klageren har endvidere fremlagt klageskrivelse til nævnet, hvor det bl.a. er anført:

> "I am writing to formally complain about DOMUS Forsikring A/S's refusal to cover the damage to the roof of my house, located at … . The damage involves extensive rot in the roof tiles. As acknowledged by DOMUS's craftsman, the damage is critical and extensive and must have been present when we purchased the house. Despite this, the insurance company argues that we

should have anticipated this issue, even though the condition report made no reference to either the damage or the probability of its occurrence within one year of purchasing the house. Given that the rot has caused roof leaks and significantly affects the usability and value of the house, I strongly believe this is a clear case of hidden damage that must be covered by the insurance.

I purchased the house on December 15, 2022, based on a condition report that suggested no critical damage in any part of the house, including the roof, within 1-2 years of purchasing. This inference was made from the rating system in the condition report, as the damages are marked either gray or yellow. Gray indicates less serious damages that do not affect the functionality of the house, while yellow represents serious damages expected to affect the building's function in the long term, i.e., between 2 to 10 years. No critical damage, marked in red, is mentioned anywhere in the condition report.



However, in February 2024, one year after purchasing the house, I discovered severe leakage in various parts of the roof, particularly in the extension area. After having it inspected by two carpenters, I found out that the leakages were due to extensive rot in the tiles across the entire roof. Please find below the pictures taken of the rotted tiles by [sagkyndig].

On 13.02.2024, I first wrote to DOMUS Forsikring and opened a case, which was rejected on the grounds that the damage was a natural consequence of the storm that occurred on February 9. Additionally, the rejection stated that the roof tiles, as indicated in the condition report, were not firmly fixed, and thus the damage was not covered by the insurance.

'Sidste fredag opdagede vi vand, der lækker fra loftet i et af vores rum. Jeg ringede straks til en professionel tømrer for at vurdere situationen. Efter en omfattende undersøgelse ikke kun af det berørte rum, men også af hele huset, opdagede tømreren alvorligt råd i både trækonstruktionen og tagstenene. Tømreren har understreget vigtigheden af hurtige reparationer for at forhindre risikoen for et tagkollaps, som kunne bringe min familie og mig i fare.

Ved gennemgang af vores hus' TILSTANDSRAPPORT blev det bemærket, at der ikke var nævnt noget eksisterende råd i tagkonstruktionen. Jeg har vedhæftet de relevant dokumenter til din reference. På grund af denne tilsidesættelse og alvoren af den nuværende situation, henvender jeg mig til dig for at få assistance og støtte til at adressere dette problem så hurtigt som muligt.

Jeg forstår alvoren af dette problem og de potentielle risici, der et involveret. Derfor anmoder jeg venligt om din vejledning tik de næste skridt og enhver støtte, du kan tilbyde for at lette de nødvendige reparationer. At sikre vores hjemmes sikkerhed og integritet er af yderste vigtighed for os, og vi er ivrige efter at løse dette problem hurtigt med din hjælp

Tak på forhånd for din opmærksomhed på denne sag. Jeg ser frem til dit hurtige svar og vejledning om, hvordan vi kan fortsætte med reparationerne.

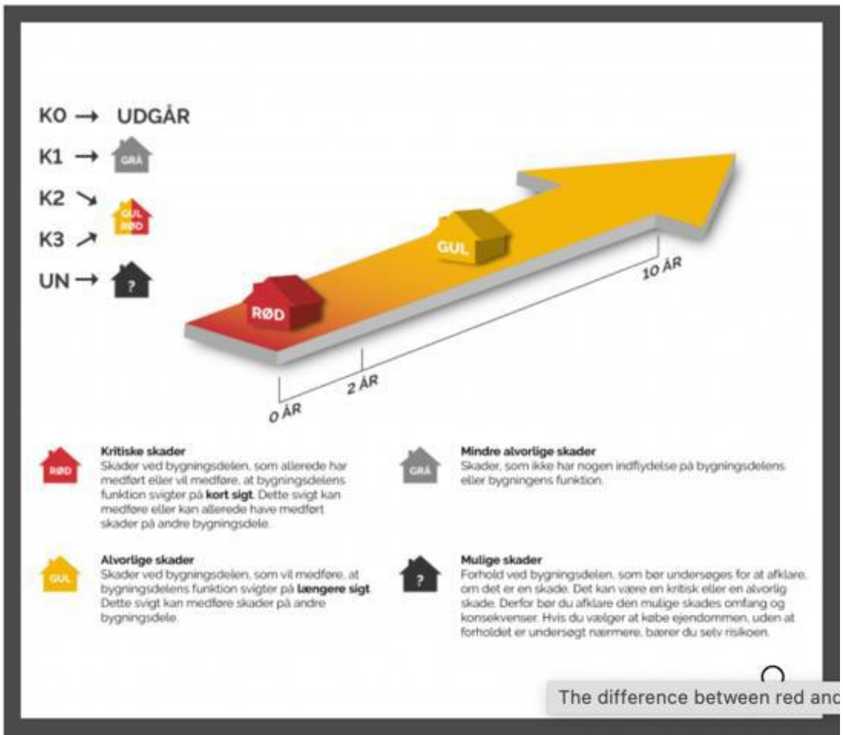
<u>Basisdækning</u>
Ejerskifteforsikringen dækker skader og nærliggende risiko for skader, der var til stede på overtagelsestidspunktet. jf. forsikringsbetingelserne.
Du overtog ejendommen den 15. december 2022.
Ejerskifteforsikringen dækker ikke forhold, som er anmærket i titstandsrapporten. I tilstandsrapporten står der:

BEBOELSE - TAG

Nr.	Vurdering	Skade	Risiko	Bemærkning
1		Tagsten har stedvis let åbne samlinger samt mangler bindere...	Tagsten kan blæse væk ved kraftig vind.	Det skønnes, at tagstenene ikke er bundet.
2		Der mangler fodblik på gammelt undertag...	Der vurderes ikke at være risiko for følgeskader.	-
3		Tagbelægningen ligger med for lille hældning i forhold til leverandørens anvisninger.	Der foreskrives et fast undertag (træ + tagpap eller lign.) når hældning på tag er under 25 grader (16 grader i dette tilfælde).	Der er dog ingen umiddelbare tegn på følgeskader.

In response, I wrote to explain that the problem I reported was not due to the tiles being broken, but rather due to rot. Therefore, the storm was not the cause of the problem; it merely made me aware of a preexisting issue that the condition report had not indicated.

After several follow-ups, DOMUS sent a carpenter to inspect the roof, and he acknowledged the extensive rot throughout the roof. However, this time, the company tried to avoid taking responsibility by arguing that I should have anticipated the rot given the age of the house and the other problems mentioned in the condition report that might have indirectly caused the rot. Below are the parts they pointed to:
...
Nevertheless, I strongly disagreed with their decision and believe that their claims were unreasonable and unfair on several grounds. I explained to them first by drawing their attention to the fact that none of the problems specified in the report was assessed as critical to cause problem in one year. As stated previously, the only colors you can see in the tilstandsrapport are yellow and gray, which correspondingly refer to 'alvorlig skade' that 'vil medføre, at bygningsdelens funktion svigter på længere sigt' and to 'Mindre alvorlige skader som ikke har nogen indflydelse på bygningsdelens eller bygningens funktion'. According to [https://www.sik.dk/privat/koeb-og-salg-bolig/information-omkoeb- og-salg-bolig/symboler-angiver-skader-og-fejl-ved-huseftersyn], 'alvorlig skade' is not expected to cause problem in one year. Note the difference between red and yellow olors specified in the figure below, taken from Sikkerhedsstyerelsen.

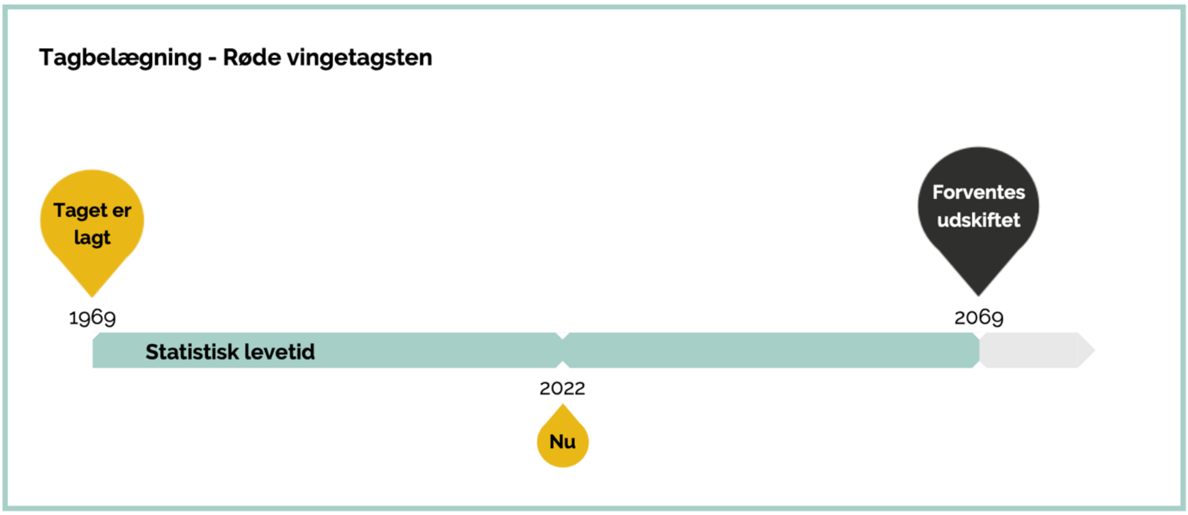


The difference between red and yellow damage

Moreover, given that they had pointed to a section of the report stating that 'there is no walkway in the attic, and this has only been viewed from the entrance.', I highlighted that this detail is not pertinent to my claim since the reported damage pertains to the rot in the roof's wood and tiles, not within the attic itself. The report explicitly confirms that 'Ingen rum eller bygningsdele, var gjort utilgængelige', underscoring that the affected areas on the exterior roof were indeed accessible for thorough inspection. Despite this access, the report omits any mention of the now evident rot—a condition DOMUS acknowledges existed at the time. It is also important to note that the part of the house with the most rot—the extension—does not have an attic, as it features an Ensidig tag. Further undermining the assertion that the rot could be linked to the attic's condition is another section of the report, to which I will refer later, that categorically finds 'NO MOISTURE in the wooden structure of the attic'. In light of this, the argument that the rot is related to an inaccessible attic or that I could have anticipated exterior roof rot because the attic was not fully examined is, according to the report's findings, baseless.

On the other hand, in response to their assertion that the rot on the exterior roof is indirectly tied to the unsecured tiles and the associated risk of them being dislodged by strong winds, I argued that my claim is not about tiles damaged by wind or storms; it concerns rot—a distinctly different issue. The condition report makes no reference to rot as a potential risk. Furthermore, as it is recognized in DOMUS' communication, rots were not a condition that developed within a year. As such, it stands to reason that they should have been reported as an existing issue, not even as a potential risk. One must question how the rot beneath the tiles escaped the report's expert when, as DOMUS' assessor has observed, it was widespread and not isolated to a particular area. These findings should have been documented as a significant defect in the report. The oversight by the professional—who noted the unsecured tiles but failed to infer the existence of underlying rot—raises the question: How could I, as a layperson, be expected to foresee rot that the expert did not report?

Moreover, I must question why the expected lifespan of the tiles, as outlined in the condition report, is not taken into account in your assessment. The report indicates that the tiles should not necessitate replacement before 2069. Given this projection, how could rot within the tiles be anticipated when the report itself suggests a longevity that extends for many decades to come?



The second issue the report notes about the roof is the absence of footing on the old section. Yet, importantly, the report does not associate this with any risk of consequential damages. This omission renders the lack of footing an unrelated factor to the rot issues we are now facing on the roof. Please also note that the problem is marked gray, meaning that it was not assessed to be srious.

2	GRÅ	Der mangler fodblik på gammelt undertag...	Der vurderes ikke at være risiko for følgeskader.	-

The third roofing issue identified in the report pertains to the slope, which apparently deviates from the supplier's instructions. Despite this being noted, the 'Bemærkning' section clearly states: 'There are, however, no immediate signs of consequential damage.' Thus, this observation neither pertains to nor suggests the presence or potential for rot in the roofing materials. Consequently, using this as a basis to reject the claim is, in my view, without merit.

3	GUL	Tagbelægningen ligger med for lille hældning i forhold til leverandørens anvisninger.	Der foreskrives et fast undertag (træ + tagpap eller lign.) når hældning på tag er under 25 grader (16 grader i dette tilfælde).	Der er dog ingen umiddelbare tegn på følgeskader.

Moreover, the 'Vurdering' also suggests that this problem is 'Alvorlig skad' that can cause damage 'på lænere sigt' and one year is not long term. If it were assessed to be so serious to cause problem in one year, it would have been marked red as 'Kritisk skad', not yellow.

GUL

Alvorlige skader
Skader ved bygningsdelen, som vil medføre, at bygningsdelens funktion svigter på **længere sigt**.
Dette svigt kan medføre skader på andre bygningsdele.

The final roofing issue mentioned in the report, and to which DOMUS referred, concerns ventilation: 'There is no established ventilation in the ridge, but there is ventilation at the eaves, and no dampness can be measured.' It is crucial to note that even within the context of this problem, the report specifically states 'no dampness can be measured.' Additionally, the 'Bemærkning' section reiterates that 'No dampness can be measured in the wooden structure either.' Note also that the problem is assessed as 'mindre alvorlig skad' that has no influence on the building's function. Given that the report explicitly mentions the absence of dampness in both the ground floor's wooden structure and the attic, it is unreasonable to expect that we could have predicted the occurrence of rot in the roof.

BEBOELSE - Stueplan - Tagrum

Nr.	Vurdering	Skade	Risiko	Bemærkning
10	GRÅ	Der er ikke etableret ventilation i rygning, men der er ventilation ved tagfod, og der kan ikke måles nogen opfugtning...	Det vurderes, at tætningen ikke nedsætter mængden af frisk luft i tagrummet væsentligt.	Der kan heller ikke måles nogen opfugtning af trækonstruktioner.

Therefore, I strongly contend that DOMUS' rejection of my claim is unjustified. The severe rot found in the roof tiles of my house clearly constitutes the type of damage that change of ownership insurance is intended to cover. The condition report does not mention such significant damage, and it even asserts that the roof covering—specifically red wing roof tiles—will not require replacement until 2069. Given this assurance, I had no reason to suspect such critical damage when purchasing the house. After all, roof is one of, or perhaps the most significant part of a house with tiles constituting the most significant part of that; so much rot existing in all tiles all over the roof is not a minor or commonplace issue that should be overlooked in the condition report, especially considering its substantial impact on the usability and value of the house (See https://boligejer.dk/tilstandsrapport). Furthermore, as DOMUS has acknowledged, the rot must have been present at the time of the property's transfer. Therefore, this clearly falls within the type of damage that change of ownership insurance is designed to cover (See https://boligejer.dk/tilstandsrapport); otherwise, there would be no reason why the change of ownership insurance is mandatory in Denmark. Contending that due to its age, we should have expected such a damage in the roof and are responsible for that is quite implausible as it makes the condition report and the change of ownership insurance quite useless.

Despite the clarifications I provided, DOMUS has not been responsive. Although they marked my case as urgent, they have not considered my claim adequately. Meanwhile, my house remains in poor condition, and I need to get the roof repaired as soon as possible before the rainy season starts. I must note that two rooms in my house are now unusable, and the value of my house has significantly decreased at this time.

Therefore, I respectfully request that the Board of Appeal review my case and overturn DOMUS's decision. I expect the Board to recognize the validity of my claim and to mandate that DOMUS cover the costs of repairing the extensive rot in the roof tiles as stipulated under the change of ownership insurance. This damage was neither disclosed in the condition report nor anticipated based on its findings. I seek a fair resolution that honors the protections provided by the insurance policy, ensuring that I am not left to bear the burden of this significant and preexisting issue. Thank you for your attention to this matter."

Selskabets klageafdeling behandlede herefter klagen og fremsendte afgørelse af 10/6 2024, hvor det bl.a. fremgik:

"Jeg har gennemgået sagens dokumenter på baggrund af din klage som er indgivet direkte til Ankenævnet for Forsikring den 17. maj 2024 vedrørende tagkonstruktionen.

Jeg skal på baggrund heraf, meddele at du ikke er fremkommet med nogen nye oplysninger, som kan ændre den afgørelse du har modtaget fra vores skadeafdeling. Det anmeldte forhold er derfor fortsat afvist.

Jeg har ved min revurdering lagt vægt på de anmærkninger der fremgår af tilstandsrapporten, oplysningerne fra vores taksators besigtigelse samt sagens dokumenter

Begrundelse
Du har tegnet den 10-årige ejerskifteforsikring med udvidet dækning. Denne forsikring dækker forhold der udgjorde en aktuel skade eller nærliggende risiko for skade på overtagelsestidspunktet den 15. december 2022, jf. forsikringsbetingelsernes pkt. 4.1-4.5. Ved vurderingen af, om et forhold opfylder en skade under ejerskifteforsikringen, sammenlignes der med, hvad man måtte forvente på købstidspunktet i forhold til bygningens alder og de oplysninger man som køber har modtaget. Ligeledes dækker den bygningsindretninger i husets beboelsesdel, som er udført i strid med den på udførelsestidspunktet gældende bygningslovgivning, hvis der i øvrigt ikke kan opnås myndighedsdispensation for det pågældende forhold jf. forsikringsbetingelsernes pkt. 21.3.

<u>Klagens indhold</u>
Sådan som jeg forstår din klage, så omhandler den teglstenene i tagkonstruktionen er under forvitring, vandindtrængen samt råd i tagkonstruktionen. Du gør gældende at dette ikke fremgår af tilstandsrapporten og at forholdet ikke skyldes stormvejr, men du bliver opmærksom på forholdet i forbindelse med stormvejr.

<u>Tilstandsrapport</u>
I tilstandsrapporten fremgår følgende anmærkninger:

SKADER UDEN PÅ BEBOELSE				
BEBOELSE - TAG				
Nr.	**Vurdering**	**Skade**	**Risiko**	**Bemærkning**
1	GUL	Tagsten har stedvis let åbne samlinger samt mangler bindere...	Tagsten kan blæse væk ved kraftig vind.	Det skønnes, at tagstenene ikke er bundet.
2	GRÅ	Der mangler fodblik på gammelt undertag...	Der vurderes ikke at være risiko for følgeskader.	-
3	GUL	Tagbelægningen ligger med for lille hældning i forhold til leverandørens anvisninger.	Der foreskrives et fast undertag (træ + tagpap eller lign.) når hældning på tag er under 25 grader (16 grader i dette tilfælde).	Der er dog ingen umiddelbare tegn på følgeskader.

BEBOELSE - Stueplan - Tagrum				
Nr.	**Vurdering**	**Skade**	**Risiko**	**Bemærkning**
10	GRÅ	Der er ikke etableret ventilation i rygning, men der er ventilation ved tagfod, og der kan ikke måles nogen opfugtning...	Det vurderes, at tætningen ikke nedsætter mængden af frisk luft i tagrummet væsentligt.	Der kan heller ikke måles nogen opfugtning af trækonstruktioner.

Ejerskifteforsikringen dækker ikke forhold, som er blevet nævnt i tilstandsrapporten, idet du har været bekendt med forholdene før købsaftalen blev underskrevet, og du har haft mulighed for at undersøge anmærkningerne nærmere eller forhandle på baggrund af dem.

Den første anmærkning omhandler at der er åbne samlinger mellem tagstenene og der mangler bindere. Det af der mangler bindere medfører, at tagstenene kan rykke sig, blandt andet ved blæst, i stedet for at blive liggende hvor de burde. Dette kan medføre åbne samlinger mellem tagstenene. Når der er åbne samlinger, kan der trænge vand ind gennem samlingerne. Dette kan medføre råd eller skade på den underliggende konstruktion.

Den tredje anmærkning omhandler at tagbelægningen (tagstenene) ligger med en for lav hældning. Den type tagsten der er på din bygning er vingetagsten, som er defineret som en åben tagkonstruktion. Dette betyder at der kan ske vandindtrængen fra tagstenene, hvorfor undertag foreskrives. Derudover fremgår det, at tagstenene ligger med en lavere hældning end anbefalet, hvilket medfører en endnu større risiko for vandindtrængen. Tagbelægningen ligger med 9 graders lavere hældning end anbefalet, hvorfor vandindtrængen må forventes. Den beskikkede byggesagkyndige har dog ikke på tidspunktet for udarbejdelsen af tilstandsrapporten bemærket nogen tegn på følgeskader.

Tilstandsrapporten er udarbejdet den 4. august 2022, hvorfor hans anmærkninger stammer fra de synlige forhold på dette tidspunkt. Dette er er i slutningen af sommeren, hvor der kan forventes at have været en lang og tør periode forinden, hvorfor vandindtrængen, og skader fra vandindtrængen ikke altid vil være synlige.

Når der udarbejdes en tilstandsrapport, må den beskikkede byggesagkyndige ikke foretage destruktive undersøgelser, men skal alene konstatere de skader som er synlige, og som afviger fra tilsvarende bygninger ud fra den beskikkede bygningssagkyndiges erfaring og faglige vurdering.

Det vil blandt andet sige, at den beskikkede byggesagkyndige ikke må løfte tagsten for at se den underliggende konstruktion.

Det at den beskikkede byggesagkyndige ikke må foretage destruktive undersøgelser, som at løfte tagsten samt tidspunktet for udarbejdelsen af tilstandsrapporten i slutningen af sommeren taget i betragtning, er det ikke usandsynligt, at vandindtrængen ikke har været synligt. Dette ligger til grund for den skadekategori, som anmærkningerne er givet.

For at et forhold som er anmærket i tilstandsrapporten skal kunne være dækket under ejerskifte-forsikringen, skal anmærkningen være 'klart forkert beskrevet'. Dette fremgår af punkt 6.1 i dine forsikringsbetingelser.

Ejerskifteforsikringen finder ikke at de to anmærkninger kategoriseret som 'alvorlige skader' er klart forkert beskrevet. Alvorlige skader betyder at bygningsdelens funktion svigter på længere sigt, og det kan medføre skader på andre bygningsdele. Du anmelder først forholdet over 1 år efter din overtagelse af ejendommen, og 1,5 år efter at tilstandsrapporten er blevet udarbejdet.

De tidshorisonter der er knyttet til skadekategorierne i tilstandsrapport er alene vejledende og en skønnet vurdering af den beskikkede bygningssagkyndige. Alvorlige skader kan vise sig hurtigere end 2 år. Under de alvorlige skader fremgår blandet andet 'Nedbrydninger eller deformationer af tagbelægningen, når der på sigt er risiko for utætheder.' som et eksempel.

Såfremt du mener at den beskikkede byggesagkyndige har anmærket eller beskrevet anmærkningerne forkert, kan du kontakte Nævnenes Hus, herunder Disciplinær- og klagenævnet for beskikkede bygningssagkyndige. Læs mere på https://naevneneshus.dk/start-din-klage/disciplinaer-og-klagenaevnet-for-beskikkedebygningssagkyndige/.

For så vidt angår den levetid som fremgår for tagkonstruktionen i tilstandsrapporten, så er der alene tale om en levetid som er baseret på et tabelopslag for den type tagkonstruktion, som er monteret på din ejendom. Levetiden i tilstandsrapporten tager ikke højde for tagets tilstand, og det kan medføre at tagkonstruktionen skal udskiftes tidligere end oplyst i tilstandsrapporten. Ejerskifteforsikringen dækker ligeledes ikke fejlagtig angivelse af restlevetid af bygningens tag i tilstandsrapporten. Se hertil punkt 6.8 i forsikringsbetingelserne.

På baggrund af ovenstående, og det som vores taksator har undersøgt ved hans besigtigelse, er ejerskifteforsikringens vurdering, at det anmeldte forhold stammer fra anmærkningerne i tilstandsrapporten. Da forhold som er anmærket i tilstandsrapporten ikke er dækket af ejerskifte-forsikringen, afvises forholdet således.

<u>Sagens status</u>
Vi fastholder vores afvisning, og din sag vedrørende tagkonstruktionen lukkes hos os."

Klageren har i brev af 15/7 2024 til nævnet bl.a. anført:

"I am writing to contest Domus Forsikring's unjust rejection of my case. The response I received from the complaint department only strengthens my conviction that the Change of Ownership Insurance is unequivocally responsible for covering the extensive damage to the roof of my house.

The evidence I present below will clearly demonstrate the validity of my claim and the necessity for Domus Forsikring to honor their insurance obligations.

According to Dansk Bolig Forsikring, the change of ownership insurance covers 'hidden damage to the house, which has a significant impact on the functioning of the house' and is not listed in the condition report (tilstandsrapport). Domus acknowledges that the condition report for my property makes no reference to rot in the roof tiles or even the probability of leakage in the roof. However, they claim that the rot and leakage are indirectly related to problems mentioned in the condition report, such as the 'slightly open joints' in the roof tiles due to the lack of fasteners and the slope of the roof.

However, as I have elaborated previously and as you can see below, the report does not even imply either the possibility of rot in the roof tiles or leakage in the roof.

1	GUL	Tagsten har stedvis let åbne samlinger samt mangler bindere...	Tagsten kan blæse væk ved kraftig vind.	Det skønnes, at tagstenene ikke er bundet.
3	GUL	Tagbelægningen ligger med for lille hældning i forhold til leverandørens anvisninger.	Der foreskrives et fast undertag (træ + tagpap eller lign.) når hældning på tag er under 25 grader (16 grader i dette tilfælde).	Der er dog ingen umiddelbare tegn på følgeskader.

Moreover, regarding the first problem that concerns slightly open joints between the roof tiles, as Domus' surveyor has reported, there are peelings even on the upper side of the roof tiles. I do not assume you can blame these 'slightly open joints' as the cause of peelings noticed on the upper side of the roof tiles. How can Domus claim that the report had made rot and the possibility of leakage clear to me as the buyer based on this comment?

On the other hand, in relation to problem 3 (the slope of the roof), not only did it not make me aware of rot in the roof tiles, but given the Bemærkning section that directly states 'There is no immediate sign of collateral damage,' it misled my lawyer and me to conclude that although the slope does not meet the standard, when it has not caused any damage over 50 years, it is unlikely to do so in the short term. Indeed, this assumption was strengthened by the yellow color symbol used for the problem, which implied that it is expected to be problematic only in the longer term, beyond two years.

Domus states that these color symbols are only indicative and that 'serious damage can appear sooner than two years. Among the examples listed under serious damage is 'deterioration or deformation of the roof covering, where there is a long-term risk of leaks.' However, was the red symbol used in my report? Were any of these examples mentioned among the damages in my report? It is illogical to claim that the slope, which had not caused any damage to the roof over the decades since the property was built, suddenly caused rot in the tiles within just one year of my ownership. It is impractical to assume that an undamaged tile could decay so rapidly. As a buyer without expertise in building construction, I must be able to rely on the condition report when purchasing a property; otherwise, a condition report and Change of Ownership Insurance would be obsolete for older houses.

Whereas Domus contends that the condition report had made the rot and leakage in the roof clear to me as the buyer, quite ironically, they try to justify why the condition was left unnoticed by the surveyor. For instance, they claim that the report was prepared in August, probably after a long period of dry weather, so the leakage and the rot were left unnoticed by the surveyor. This point does not justify why rot and leakage were not even mentioned as a risk in the condition report. If this excuse makes me as a buyer responsible for the damage, I believe it is necessary to add a point to the Scope of Cover for Change of Ownership (Please see the Ref1.pdf in the protal: https://www.retsinformation.dk/eli/lta/2012/13) indicating that insurance does not cover damages to houses whose reports were prepared during the dry time of the year, so buyers like me know this in advance before opting for the change of ownership insurance.

Moreover, Domus claims that the surveyor was not allowed to perform destructive investigations such as lifting roof tiles, and this is another reason why they failed to mention rot in the report. However, as you can see in the report made by Domus' expert, there are places with 'peeling on the upper side of the roof tiles.' Observing these peelings did not require any destructive actions, I assume and should have been mentioned in the report (Please see the Ref2.pdf in the protal: https://www.sik.dk/sites/default/files/2020-06/2._skade_og_vurdering.pdf - page 5- Fysiske skader – example 2). Furthermore, if the surveyor did not examine the tiles, how did they come to the conclusion that "there is no immediate sign of collateral damage'?

Anyway, if, for any reason, the rot was not mentioned or referred to in the report, can we still consider the report accurate? If the report is deemed accurate, then what exactly qualifies as 'a hidden defect or shortcoming' that the change of ownership insurance covers? By justifying the surveyor's failure to report the rot and emphasizing that the surveyor accurately reported their observations at the time of inspection, Domus inadvertently underscores that this is indeed a hidden problem—one that was dismissed in the condition report and precisely the type of issue that change of ownership insurance is designed to cover. How can it be possible for the problem to have been overlooked by the surveyor yet supposedly made clear to me, a buyer who is not an expert in building construction? Furthermore, if, as Domus argues, the surveyor accurately reported what they noticed, why should I have grounds to complain against the surveyor? According to Dansk Bolig Forsikring, it is the change of ownership insurance that must cover the costs. Therefore, Domus's reasoning confirms the necessity for the insurance to cover this hidden damage.

Domus argues that my case is related to point 6.1 in the Scope of Cover for the Change of Ownership Insurance, which states: 'Conditions mentioned in the condition report or electrical installation report, unless the condition is clearly incorrectly described.' However, they fail to mention the rest of the sentence that precisely defines an incorrectly described condition: 'A relationship is considered clearly incorrectly described if the description is misleading or clearly incomplete, so that a buyer has not had the opportunity to take the real nature, extent, or significance of the relationship into account on the basis of the report in question' (Please see the Ref1.pdf in the protal: https://www.retsinformation.dk/eli/lta/2012/13). This, I believe, is exactly true of my case since the condition report failed to mention rot in the tiles and misled us by indicating that “there is no immediate sign of collateral damage,' thus being both incomplete and misleading.

Besides, according to point 6.d, if a damage 'is not mentioned in the condition report but is uncovered by a technical audit, and comes to the buyer’s attention before the conclusion of the insurance agreement,' it is within the scope of coverage of the change of ownership insurance. As I have mentioned in my previous communication with Domus, I became aware of the rot in the roof tiles when an audit from Jydsk Tagteknik A/S examined the roof to determine the cause of a leakage in the annex of my house, thus being a true instance of this case as well, which the change of ownership insurance must cover.

Therefore, I strongly believe that according to point 2.c, the change of ownership insurance should cover the expenses for the remediation of the rots in the roof tiles, which pose an imminent risk of damage to the other insured parts of the house. Given the evidence provided and the misleading nature of the condition report, I urge the Board of Appeals to overturn Domus Forsikring’s decision and ensure that the necessary repairs are covered under the terms of my insurance policy. It is crucial that the integrity of the property is maintained and that I, as a buyer, receive the protection promised by the change of ownership insurance."

Selskabets advokat har i brev af 26/8 2024 til nævnet bl.a. anført:

"Efter det oplyste overtog klager ejendommen med overtagelsesdag 15. december 2022.

Klager opfordres (A) til at fremlægge et eksemplar af købsaftalen.

I forbindelse med købet af ejendommen modtog klager tilstandsrapport af 4. august 2022.

Tilstandsrapporten fremlægges som bilag B, og af tilstandsrapporten fremgår, at ejendommens tag og tagkonstruktion efter det oplyste er fra 1969.

Tilstandsrapporten indeholdt, side 11, ud for pos. 1 og 3, i øvrigt følgende anmærkninger:

Nr.	Vurdering	Skade	Risiko	Bemærkning
1	Gult hus	Tagsten har stedvis let åbne samlinger samt mangler bin-dere.	Tegsten kan blæse væk ved kraftig vind.	Det skønnes, at tagstenene ikke er bun-det.
…				
3	Gult hus	Tagbelægningen lig-ger med for lille hældning i forhold til leverandørens anvisninger.	Der foreskrives et fast undertag (træ + tagpap eller lign.) når hældning på tag er under 25 grader (16 grader i dette tilfælde).	Der er dog ingen umid-delbare tegn på følgeska-der.

I forbindelse med købet af ejendommen tegnede klager ejerskifteforsikring hos Domus Forsikring. Police med forsikringsbetingelser fremlægges som sagens bilag C.

Ejerskifteforsikringen indeholdt, som det fremgår af policens side 2, et policeforbehold for så vidt angår ulovlige bygningsindretninger.

Et år efter at have overtaget ejendommen og halvandet år efter tilstandsrapportens udarbejdelse anmeldte klager forhold vedrørende tagbelægningen. I den anledning lod Domus Forsikring taksator … foretage besigtigelse og udarbejdelse af taksatorrapport.

Taksatorrapporten fremlægges som sagens bilag D.

Blandt andet på baggrund af indholdet af taksatorrapporten har Domus Forsikring efterfølgende afvist dækning.

Mail af 18. april 2024 fremlægges som sagens bilag E, mens klageafdelingens svar af 10. juni 2024 er fremlagt som bilag A.

• Bevis for dækningsberettigede forhold pr. overtagelsesdagen?

Efter almindelige forsikringsretlige principper påhviler det klager at føre bevis for, at der pr. overtagelsesdagen forelå en retlig relevant skade.

Klager overtog efter det oplyste ejendommen den 15. december 2022 og anmeldte først ca. et år senere de af sagen omhandlede forhold.

Tilstandsrapporten fremlagt som bilag B indeholdt kritiske anmærkninger vedrørende tagbelægningen, idet tilstandsrapporten på side 11 ud for pos. 1 og 3 indeholdt følgende skadesanmærkninger.
…
Gult hus beskriver alvorlige skader ved en bygningsdel, som vil medføre at bygningsdelens funktion svigter på længere sigt. Dette svigt kan medføre skader på andre bygningsdele.

Tagbelægningen er efter det oplyste fra ejendommens opførelse i 1969. Med hensyn til forvitrede tagsten har taksator, som det fremgår af bilag D, kun i begrænset omfang konstateret forvitrede tagsten, som taksator vurderer som sædvanligt forekommende (aldersbetingede).

Forholdet udgør derfor efter Domus Forsikrings opfattelse ikke en retlig relevant skade.

Det fremgår endvidere af den sidste side i taksatorrapporten, at taksator vurderer, at tagsten med åbninger i overlæg og tagsten monteret under den anbefalede taghældning har bevirkeret, at der har kunnet trænge vand ind, som over tid har nedbrudt undertaget ved tagfoden.

Det er netop det, som klager er blevet advaret om i tilstandsrapporten, side 11, med den alvorlige skadeskarakter 'Gult hus'. Det, som klager et år efter overtagelsen af ejendommen og halvandet år efter tilstandsrapportens udarbejdelse har konstateret og anmeldt, går ikke ud over hvad klager på baggrund af tilstandsrapportens oplysninger måtte kunne forvente.

Havde klager – som denne burde – fået udbedret de alvorlige skadesanmærkninger i tilstandsrapporten, side 11, pos. 1 og 3, ville der ikke være sket en utæthed. Der er ikke dokumentation for, at undertaget var med skader pr. overtagelsesdagen.

Med disse bemærkninger kan Domus Forsikring henholde sig til det tidligere anførte, herunder det i bilag B anførte."

Klageren har i brev af 13/9 2024 til nævnet bl.a. anført:

"I wish to reiterate and maintain my complaint against Domus Forsikring A/S, as their recent communications fail to address the critical concerns I have repeatedly raised. Despite my efforts to clarify the issues and seek a fair resolution, Domus continues to disregard the fundamental points of my case. In light of this, I urge the Board of Appeals to thoroughly consider my concerns and take them into account when reviewing the arguments presented by Domus.

In their most recent communication, the attorney for Domus Forsikring A/S … stated that 'according to general insurance law principles, it is the complainant's responsibility to provide evidence that a legally relevant damage existed as of the date of possession.' Ironically, Domus has effectively acknowledged that the damage did exist at the time of possession. In their previous correspondence (see Appendix A – highlighted yellow), Domus attempted to justify why the professional who prepared the condition report failed to notice the rot in the roof tiles, claiming the report was made in August, during a dry season, which supposedly hindered the detection of the rot. While I have already explained in detail (see Appendix B) why this justification is both unfounded and unacceptable, it clearly demonstrates that Domus recognizes the rot existed when I took ownership of the property. Otherwise, this attempted justification would be meaningless. In simple terms, the extensive rot and damage were concealed (hidden issue), and neither I nor the professional who conducted the tilstandsrapporten could detect this significant issue.

Moreover, from a practical standpoint, it is implausible that previously undamaged clay tiles could deteriorate to such an extent in just one year. The rot, as Domus indirectly admits, was present long before I purchased the house. Therefore, Domus cannot reasonably claim that the responsibility falls on me to prove the existence of this preexisting condition when they themselves have acknowledged its presence, albeit indirectly.

With this point established, the next key considerations according to the regulations are: a) whether the condition report (Tilstandsrapport) made the problem clear to me as the buyer, and b) whether the rot in the roof constitutes normal wear and tear that I should have anticipated, or if it significantly impacts the value and usability of my house.

Regarding the first point, I would like to direct your attention once more to the Tilstandsrapport, which outlines the problems with the roof of my house.

SKADER UDEN PÅ BEBOELSE

BEBOELSE - TAG

Nr.	Vurdering	Skade	Risiko	Bemærkning
1		Tagsten har stedvis let åbne samlinger samt mangler bindere..	Tagsten kan blæse væk ved kraftig vind.	Det skønnes, at tagstenene ikke er bundet.
2		Der mangler fodblik på gammelt undertag...	Der vurderes ikke at være risiko for følgeskader.	-
3		Tagbelægningen ligger med for lille hældning i forhold til leverandørens anvisninger.	Der foreskrives et fast undertag (træ + tagpap eller lign.) når hældning på tag er under 25 grader (16 grader i dette tilfælde).	Der er dog ingen umiddelbare tegn på følgeskader.

As shown, two 'serious' issues are highlighted with the yellow house symbol: the first concerns the tiles that were not properly fastened, and the second pertains to the slope of the roof, which is below the standard recommendation. Now, if you examine the 'Risiko' and 'Bemærkning' sections, is there even the slightest indirect mention of rot?

Regarding the first issue, the Tilstandsrapport indicates clearly that Skade: Tagsten har stedvis let åbne samlinger samt mangler bindere with the Risiko being Tagsten kan blæse væk ved kraftig vind. According to the Risiko associated with this Skade, as clearly stated in the condition report, there is no mention or evidence of rot. Therefore, this issue is unrelated to my case, and I have no grounds for complaint regarding it. I did not file a complaint about broken roof tiles or damage caused by strong wind. Both my lawyer and I firmly believe that the attorney for Domus Forsikring A/S cannot refer to this issue to suggest that, as a non-expert buyer with no background in construction, I should have anticipated the risk of extensive rot based on this information. My question here is: How could anyone reasonably anticipate the risk of extensive rot from the stated Risiko: Tagsten kan blæse væk ved kraftig vind (Roof tiles may blow away in strong wind)?

Nr.	Vurdering	Skade	Risiko	Bemærkning
1		Tagsten har stedvis let åbne samlinger samt mangler bindere..	Tagsten kan blæse væk ved kraftig vind.	Det skønnes, at tagstenene ikke er bundet.

For the second issue with yellow sign, as clearly indicated, even in reference to problem 3, the Bemærkning section explicitly states, 'There is no immediate sign of collateral damage.' With this clear statement in the report, how can Domus argue that the existence of rot was made evident to me?

3		Tagbelægningen ligger med for lille hældning i forhold til leverandørens anvisninger.	Der foreskrives et fast undertag (træ + tagpap eller lign.) når hældning på tag er under 25 grader (16 grader i dette tilfælde).	Der er dog ingen umiddelbare tegn på følgeskader.

Furthermore, given that the rot must have been present when the condition report was made, it should have been included among the listed roof problems and marked with the red house symbol as a critical issue. Leakage should have also been noted as a potential risk. Yet, the Tilstandsrapport does not even make a single mention or reference to rot, let alone classify it as a problem.

As a simple buyer with no knowledge in building or construction, I had no choice but to rely entirely on the tilstandsrapport when purchasing the house. Moreover, given my financial constraints, including high loan interest rates, I paid a significant amount for the ejerskifteforsikring (Change of Ownership Insurance) with 10-year extended coverage to avoid stress in situations like this. When there is no mention—not even a single word— about rot or leakage in the tilstandsrapport, and when the report highlights yellow items only as long-term risks that are completely irrelevant to the actual damage in my house, how could I have possibly anticipated this issue? Why did the appraiser who wrote the Tilstandsrapport choose to state 'There is no immediate sign of collateral damage' in relation to problem 3 instead of explicitly mentioning the potential for rot and leakage?
Why wasn't this issue marked with a red house symbol, indicating that it was critical and required immediate attention?

Moreover, how is it that these two roof problems (the loose tiles and inadequate slope) did not lead to any significant consequences for 50 years, yet supposedly resulted in extensive rot only after I took ownership of the property? This seems not only highly improbable but also inconsistent with the facts. I would also like to direct your attention to Domus' earlier communication, where they attempted to justify the appraiser's failure to detect the rot. Their acknowledgment of these justifications further supports that this issue existed before my ownership, but was not appropriately flagged or reported in the Tilstandsrapport.

In response to the attorney's question about why the problem was not reported until a year after I purchased the house, I must emphasize that the rot in the roof was a completely hidden issue. It wasn't just the appraiser who prepared the Tilstandsrapport that failed to notice the rot in the roof tiles. As shown below, during a routine roof check on October 16, 2023, I had an expert [sagkyndig] inspect the roof, and even he did not detect or mention any signs of rot. This demonstrates that the rot was not only invisible to me as a non-expert buyer, but also went unnoticed by trained professionals.
…
The only reason the rot was discovered was due to the storm and subsequent leakage, which drew attention to the issue. The leakage allowed inspectors to identify the underlying problem of

rot that had clearly existed before but had been undetectable until then. Before the storm and the resulting damage, I had no way of knowing that the roof tiles were rotted or that immediate repairs were necessary. Had I been aware of the rot at the time of purchase, I would have either negotiated a discount with the seller to cover the repairs or reconsidered buying the property altogether.

Furthermore, the change of ownership insurance is valid for 5 years, precisely to cover hidden damages like my case that may not become apparent immediately after the purchase. Therefore, it is unreasonable to suggest that I should have reported the issue sooner when neither I nor the experts conducting inspections had any indication that rot was present until the storm exposed the hidden damage.

According to points 6a and 6d of the scope of coverage for change of ownership insurance, if a description in the condition report is 'misleading or clearly incomplete, so that a buyer has not had the opportunity, on the basis of the report in question, to take the real nature, extent, or significance of the relationship into account,' and/or if there is 'damage that is not mentioned in the condition report but is uncovered by a technical audit,' it is the responsibility of the change of ownership insurance to cover the repair costs. Based on all the evidence I have provided, this is exactly the situation with the damage to the roof of my house. The extensive rot in the roof tiles was not mentioned in the Tilstandsrapport, nor is there any reference or even a single word about leakage or rot in the Tilstandsrapport. The failure to highlight such a critical issue not only misled me but also left me exposed to significant and unexpected repair costs, which the change of ownership insurance should now cover. Moreover, The house roof is one of the most critical parts of the house, and a serious issue like my case significantly affects both the usability and value of the property.

In light of all the evidence and the serious nature of the roof damage that was overlooked in the condition report, I respectfully urge the Board of Appeals to carefully consider my case and make a fair decision. The rot in the roof was not disclosed to me, nor was it something I could have reasonably anticipated based on the information provided in the Tilstandsrapport. The roof is the most vital part of the house, and the cost of repairs is substantial. Given the misleading and incomplete nature of the condition report, it is only just that the change of ownership insurance covers the repair costs, as stipulated by the regulations.

I trust that the Board will recognize the validity of my claim and ensure that Domus Forsikring honors their obligations under the insurance policy. I am counting on your fairness and consideration to resolve this matter and protect my rights as a homeowner.

Thank you for your attention to this matter and for considering the urgency and importance of ensuring proper coverage under the change of ownership insurance."

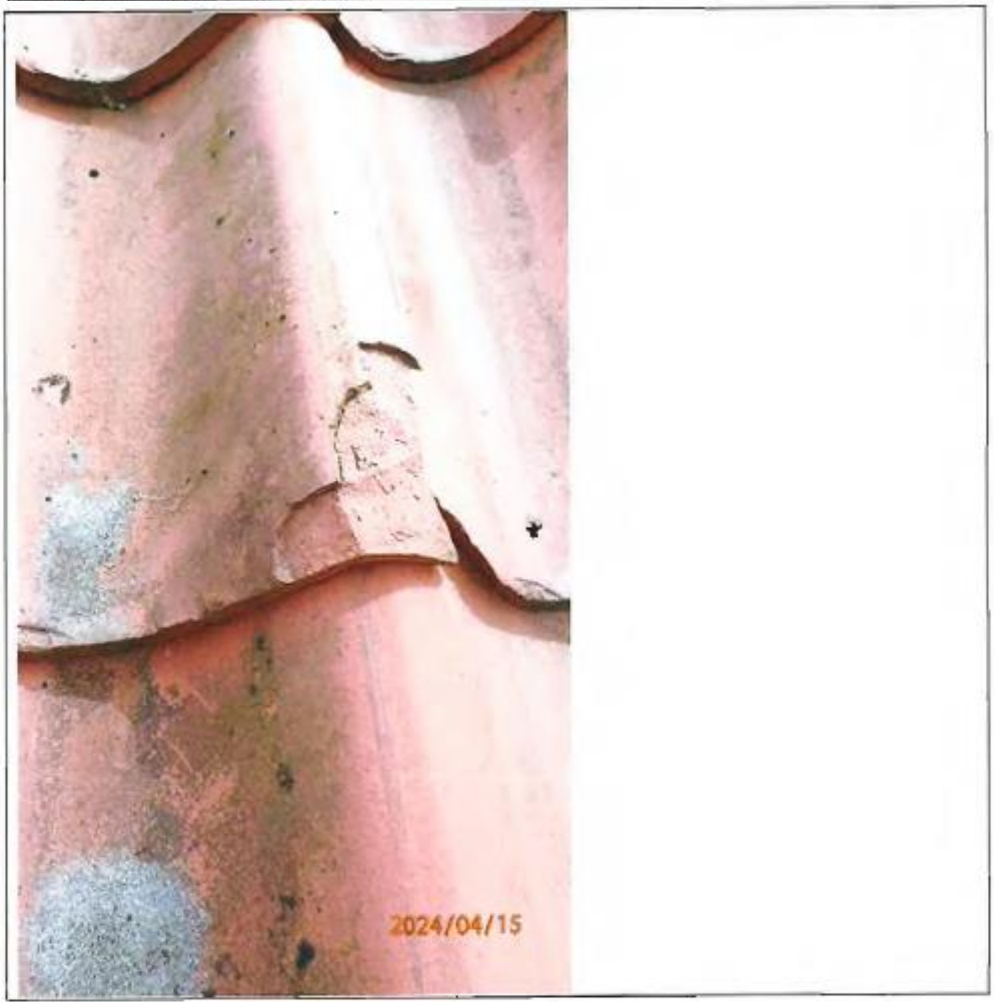
Det fremgår af taksatorrapport af 18/4 2024:

"3. Anmeldelse + foto af forholdet med beskrivelse
Anmeldelse fra kunde: Vandindtrængen i værelse.
…

Undertag ved tagfod

Der ses begyndense nedbrydning i taglægter

Afskallinger fra undersiden af tagsten

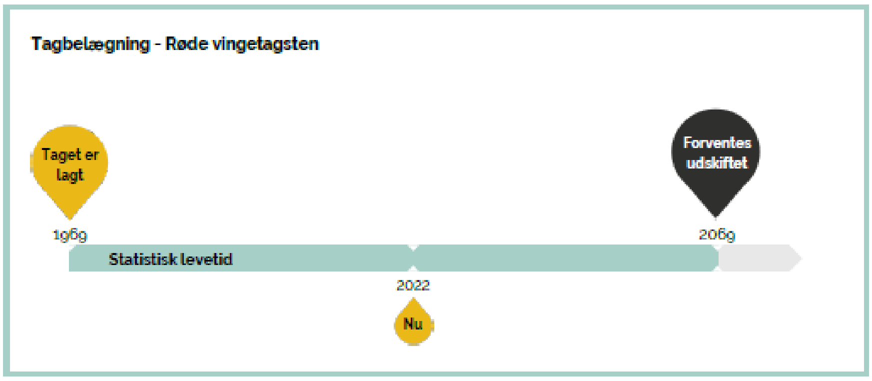


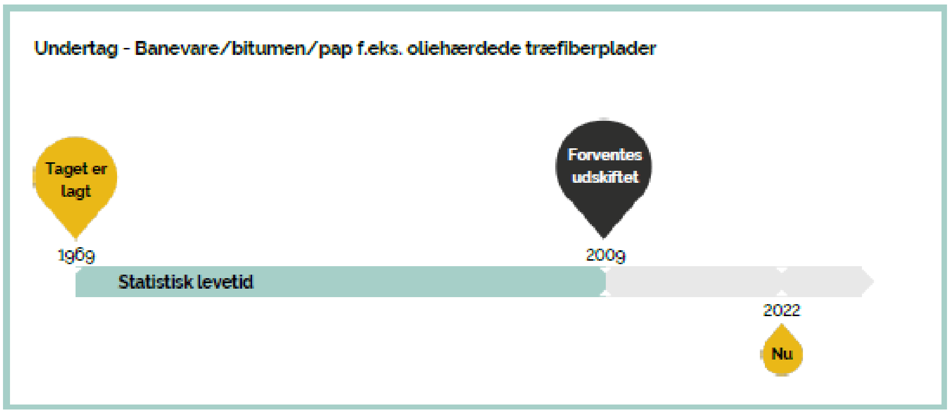
Undertaget på den ældste del af taget er udskiftet – muligvis iforb. med opførelsen af tilbygning

4. Årsag og omfang
Beskrivelse af årsag og omfang
Vandindtrængen skyldes at undertaget i det berørte område over tid har mistet funktion.

Tagsten med åbninger i overlæg og tagsten monteret under den anbefalede taghældning har bevirket at der har kunne trænge vand ind som over tid har nedbrudt undertaget ved tagfoden. Afskallinger på tagstenene er aldersbetinget."

Det fremgår af tilstandsrapporten:





...

BEBOELSE - TAG				
Nr.	**Vurdering**	**Skade**	**Risiko**	**Bemærkning**
1	GUL	Tagsten har stedvis let åbne samlinger samt mangler bindere...	Tagsten kan blæse væk ved kraftig vind.	Det skønnes, at tagstenene ikke er bundet.
2	GRÅ	Der mangler fodblik på gammelt undertag...	Der vurderes ikke at være risiko for følgeskader.	-
3	GUL	Tagbelægningen ligger med for lille hældning i forhold til leverandørens anvisninger.	Der foreskrives et fast undertag (træ + tagpap eller lign.) når hældning på tag er under 25 grader (16 grader i dette tilfælde).	Der er dog ingen umiddelbare tegn på følgeskader.

Af sælgeroplysningerne i tilstandsrapporten fremgår bl.a., at tilbygningen er opført i 1992.

Det fremgår af forsikringsbetingelserne:

"**4. Hvad dækker forsikringen**
4.1. Forsikringen dækker udbedring af aktuelle skader samt fysiske forhold ved bygningerne, der ved overtagelsen giver nærliggende risiko for skader på de forsikrede bygninger eller bygningsdele.

4.2. Ved skader forstås brud, lækage, deformering, svækkelse, revnedannelse, ødelæggelse eller andre fysiske forhold i bygninger, der nedsætter bygningernes værdi eller brugbarhed nævneværdigt i forhold til tilsvarende intakte bygninger af samme alder i almindelig god vedligeholdelsesstand. Manglende bygningsdele kan være en skade.

Ved nærliggende risiko for skader forstås, at der erfaringsmæssigt vil udvikle sig en skade, hvis der ikke sættes ind med særligt omfattende vedligeholdelsesarbejder eller andre forebyggende foranstaltninger.

6. Hvilke forhold dækkes ikke
6.1. Forhold, som er nævnt i tilstandsrapporten eller elinstallationsrapporten, medmindre forholdet er klart forkert beskrevet.

Et forhold anses for klart forkert beskrevet, hvis beskrivelsen er misvisende eller klart ufyldestgørende, således at forsikringstager ikke på grundlag af den pågældende rapport har haft mulighed for at tage forholdets reelle karakter, omfang eller betydning i betragtning.
…
6.7. Forhold, der alene består i udløb af bygningsdeles, konstruktioners eller materialers sædvanlige levetid.

6.8. Fejlagtig angivelse i tilstandsrapporten af den forventede restlevetid for bygningens tag."

Nævnet udtaler:

Klageren overtog den forsikrede ejendom, et enfamilieshus fra 1969 med tagbelægning af vingeteglsten, den 15/12 2022. Han anmeldte den 13/2 2024, at der var konstateret vandindtrængen ned i beboelsen. Klageren ønsker, at selskabet "dækker omkostningerne ved reparation af den omfattende råd i tagstenene".

Selskabet har afvist at yde dækning under henvisning til, at forholdet er beskrevet i tilstandsrapporten, og at det ikke er klart forkert beskrevet.

Klageren har anført, at forholdet er forkert beskrevet i tilstandsrapporten, da det skulle have været markeret med rødt hus i stedet for gult. Klageren har anført, at det fremgår at tilstandsrapporten, at teglstenene først skulle udskiftes i 2069. Klageren har anført, at den konstaterede råd har været til stede længe før overtagelsen, men at dette ikke er beskrevet i tilstandsrapporten. Klageren har anført, at forholdene med løse teglsten og forkert hældning, som er nævnt i tilstandsrapporten, har været til stede i 50 år, hvorfor det forekommer usandsynligt, at der først er opstået råd efter overtagelsen.

Det fremgår af taksatorrapport af 18/4 2024, at "vandindtrængen skyldes at undertaget i det berørte område over tid har mistet funktion. Tagsten med åbninger i overlæg og tagsten monteret under den anbefalede taghældning har bevirket at der har kunne trænge vand ind som over tid har nedbrudt undertaget ved tagfoden. Afskallinger på tagstenene er aldersbetinget". Af tekster til tilhørende fotos i taksatorrapporten fremgår bl.a. at, "der ses begyndende nedbrydning i taglægter", "Afskallinger fra undersiden af tagsten", og "enkelte steder med afskallinger på oversiden af tagstenene".

Det fremgår af forsikringsbetingelsernes punkt 6.1, at forsikringen ikke dækker "Forhold, som er nævnt i tilstandsrapporten eller elinstallationsrapporten, medmindre forholdet er klart forkert beskrevet. Et forhold anses for klart forkert beskrevet, hvis beskrivelsen er misvisende eller klart ufyldestgørende, således at forsikringstager ikke på grundlag af den pågældende rapport har haft mulighed for at tage forholdets reelle karakter, omfang eller betydning i betragtning". Det fremgår videre af punkt 6.7 og 6.8, at forsikringen ikke dækker "forhold, der alene består i udløb af bygningsdeles, konstruktioners eller materialers sædvanlige levetid" eller "fejlagtig angivelse i tilstandsrapporten af den forventede restlevetid for bygningens tag".

Nævnet bemærker, at det i henhold til almindelige forsikringsretlige principper er den, der rejser et krav, som skal bevise, at kravet er omfattet af forsikringsdækningen.

Efter en gennemgang af sagen finder nævnet, at klageren på det foreliggende noget usikre faktuelle grundlag, hvor det konkrete skadeomfang er dårligt belyst, ikke har bevist, at der på overtagelsestidspunktet var forhold ved taget, der udgjorde skade eller nærliggende risiko for skade i ejerskifteforsikringens forstand. Nævnet kan derfor ikke kritisere selskabets afgørelse.

Nævnet har blandt andet lagt vægt på, at taget på anmeldelsestidspunktet på hovedhuset var 55 år gammelt og på tilbygningen var 32 år gammelt, at det er taksators vurdering, at "vandindtrængen skyldes at undertaget i det berørte område over tid har mistet funktion. … Afskallinger på tagstenene er aldersbetinget", og undertaget har en statistisk levetid på ca. 40 år. Nævnet bemærker, at forsikringen ikke dækker forhold, der kun består i udløb af bygningsdeles, konstruktioners eller materialers sædvanlige levetid, jf. forsikringsbetingelsernes punkt 6.7. Nævnet bemærker, at taget på klagerens hus er belagt med vingeteglsten med overlæg, hvilket er en relativ åben tagdækning, hvor det må forventes, at der periodevis vil ske vandindtrængen, hvorfor tæt undertag er påkrævet.

Nævnet har også lagt vægt på, at klageren ikke har bevist, at der på overtagelsestidspunktet var råd i taglægter eller tagkonstruktionen i øvrigt i et omfang, der havde betydning for konstruktionens stabilitet. Nævnet har bl.a. henset til, at det af taksatorrapporten fremgår, at "der ses begyndende nedbrydning i taglægter", hvilket ikke umiddelbart understøtter, at der på overtagelsestidspunktet var råd i tagkonstruktionen, der udgjorde skade eller nærliggende risiko for skade i ejerskifteforsikringens forstand.

Nævnet har videre lagt vægt på, at klageren ikke har bevist, at der på overtagelsestidspunktet var afskalninger på tagstenene af et omfang, der havde betydning for tagets funktion eller tæthed. Nævnet henviser til, at det af taksatorrapporten alene fremgår, at der på oversiden af tagstenene enkelte steder sås afskalninger, og at det af de fremlagte fotos fremgår, at der stedvist er fundet afskallinger fra tagstenenes underside på undertaget. Nævnet finder, at de dokumenterede forhold ikke går ud over, hvad der kan henføres under sædvanlig vedligeholdelse af et ældre vingetegltag.

Nævnet har herudover lagt vægt på, at det fremgår af tilstandsrapportens punkt 1 og 3 med karakteren gult hus, at "tagsten har stedvis let åbne samlinger samt mangler bindere. … Tegsten kan blæse væk ved kraftig vind. … Det skønnes, at tagstenene ikke er bundet" og at "tagbelægningen ligger med for lille hældning i forhold til leverandørens anvisninger. … Der foreskrives et fast undertag (træ + tagpap eller lign.) når hældning på tag er under 25 grader (16 grader i dette tilfælde) … Der er dog ingen umiddelbare tegn på følgeskader".

Det, som klageren i øvrigt har anført, kan ikke føre til andet resultat.

Som følge heraf

b e s t e m m e s :

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Klageren får ikke medhold.

Hans-Jørgen Nymark Beck