

ARE YOU LEAVING YOUR PRACTICE VULNERABLE TO ROOFING WATER INGRESS CLAIMS?

Your client calls about leaks in their newly installed flat roof. You're confident that the manufacturer's 'lifetime' workmanship warranty you specified has it covered. Or does it?

As architects performing site review, we are obligated to make periodic visits to the construction site to determine whether architectural work is in general conformity with the design documents; however, we do not provide inspections. For projects that require inspections, it is our client's responsibility to hire third-party testing and inspection agents.

When architects are asked by clients for recommendations on what work requires testing and inspection by a third party, flat roofs usually make the list. Because they are particularly susceptible to water infiltration, proper installation is paramount.

But what if we specify roofing systems with 'lifetime' manufacturer warranties covering both product defects *and* workmanship? Should we still recommend third-party inspections?

Features of roof 'lifetime' or 'No Dollar Limit (NDL)' warranties often include manufacturer pre-qualification of contractors, manufacturer field review, and inspection reports, seemingly taking the place of third-party inspections.

Since joining Pro-Demnity, I've encountered numerous claims related to leaking roofs. One recent case involved such a roof under a 'lifetime' workmanship warranty:

There were multiple roof leaks on a newly completed building.

The manufacturer refused to cover some of the repairs under the warranty.

The owner sued the roofing contractor and manufacturer.

The manufacturer then filed a third-party claim against the architect citing the architect's design and site review responsibilities.

In this case, the manufacturer defended their decision to not make the roof repairs under warranty by citing:

- Warranty exclusions for tie-ins to roof penetrations, like skylights or roof anchors, not installed per the manufacturer's typical installation details published on their website.
- Warranty exclusions for products manufactured by others, such as membrane tie-ins to roof parapets, even if installed by the roofing trade.
- Warranty exclusions for membrane punctures.

The architect's specifications required that the manufacturer's field engineer visit the site during installation and issue inspection reports. However, the architect did not believe the manufacturer visited the site during installation, except for one field inspection after the roofing work was complete.

The specification also required that the roofing warranty cover all of the work under the roofing specification section, including products in that section not provided by the manufacturer. Our review of the actual submitted warranty however, revealed it only covered the manufacturer's products, and only when installed per their published installation guidelines and details.

The architect had prudent risk measures in place, which is helpful as we navigate defending this claim. However, this claim serves as an example of how a seemingly fool-proof risk management measure, such as a 'lifetime' roofing system warranty covering both labour and workmanship, does not eliminate the risk of a roofing-related claim.

The four risk management lessons we might learn:

1. **Recommend (in Writing) Your Client Retain Third-Party Roofing Inspectors as part of their Testing & Inspection Scope:** Clearly communicate to your client the risks of not retaining third-party roofing inspectors, who play an important role in providing unbiased inspections of the ongoing roofing work. While some roofing manufacturers may offer additional risk protection through system workmanship warranties and field inspections, these do not replace the role of the third-party inspector.
2. **Consider Requiring Manufacturer's Field Reports During Roofing Work:** For projects that do require manufacturer's field inspections, obtaining copies of these reports as they are issued, will help you to monitor that the manufacturer actually performs their on-site review obligations during installation. Having the manufacturer on site during the installation will reduce the risk of an unsuccessful installation.
3. **Carefully Review Warranties:** If your scope of work includes reviewing warranty submissions, check that the submitted roofing warranty aligns with the project specification requirements, and that no exclusions or limitations conflict with those requirements.
4. **Notify Others About Warranty Review Responsibilities:** If reviewing warranties is not within your scope, and others are reviewing those warranties, consider drawing their attention to the need to check the terms of the warranty against the project specification requirements.

In conclusion, while 'lifetime' roofing warranties can provide a sense of security, they are not a substitute for third-party inspections and diligence. Remember, proactive risk management is key to safeguarding your practice against unforeseen liabilities.

For more personalized architectural practice risk management advice, you may request a complimentary and confidential meeting to [Speak with an Expert](#) or [Report a Claim](#).

Our Contributor



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