

## **The complaint**

Miss C complains about the way Highway Insurance Company Limited handled a claim against her motor insurance policy.

Reference to Highway include their agents.

## **What happened**

The background to this complaint is well known to both parties. In my decision, I'll focus mainly on giving the reasons for reaching the outcome that I have.

Miss C held a motor insurance policy with Highway.

In 2022, she raised a windscreen claim and after paying her excess says Highway instructed their agents to deal with the claim. Miss C says the windscreen was replaced, but poorly fitted, meaning water entered her vehicle and caused damage to the carpets, seats, and steering rack. She also says the service received was poor – she wasn't called back as promised, amongst other things.

Miss C says roughly a month after repairs, assessors came to inspect her vehicle and found no water corrosion damage, but she was paid some compensation. She says her partner took days off work to handle the claim and Highway's agent also caused further damage to the exterior of the vehicle – although Miss C says she's no evidence to support this.

Miss C complained and says she received a final response letter from Highway's agent saying they needed more time to resolve it. So, Miss C brought a complaint to our service for an independent review. She also says she was paid £1,400 compensation but wasn't sure what this amount was in relation to.

Our investigator contacted Highway on several occasions from June 2022 requesting their supporting evidence. Highway say they couldn't locate Miss C, or the claim, and Highway's agent were responsible for resolving Miss C's complaint. Our investigator pointed out Miss C's certificate of insurance showed Highway were the insurer and responsible for the complaint.

As no supporting evidence was received from Highway despite several requests, she recommended the complaint be upheld and Highway should pay Miss C a further £100 compensation for the way the claim was handled.

Highway responded to say they couldn't locate Miss C's details or the claim, so our investigator provided further information and chased Highway on 7 and 29 December 2022. As no response was received, she arranged for the case to be considered by an ombudsman. And it's now been passed to me for a 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.

Our service is an evidence-based organisation. I've noted that Highway were asked several times to provide supporting evidence – but told us they've been unable to locate Miss C's policy, or claim, despite our investigator providing them with policy details and claim information.

I'd remind Highway that under the relevant DISP rules, they're required to co-operate with our service once a complaint that we can consider is referred for our consideration.

The relevant DISP rules for the approach I'm taking here are DISP 1.4.4 and DISP 3.5.14:

*“Co-operating with the Financial Ombudsman Service*

*Where a complaint against a respondent is referred to the Financial Ombudsman Service, the respondent must cooperate fully with the Financial Ombudsman Service and comply promptly with any settlements or awards made by it.”*

And: *“If a respondent fails to comply with a time limit, the Ombudsman may:*

- (1) Proceed with consideration of the complaint; and*
- (2) Include a provision for any material distress or material inconvenience caused by that failure in any award which he desires to make.”*

The certificate of insurance provided by Miss C sets out the insurer is Highway. The policy documents that accompany this also set out that:

*“Section Four – Windscreen / Window Glass*

*If You have comprehensive cover and windscreen cover is endorsed on Your current insurance schedule, We will pay, subject to a maximum of £1,000 (£300 if authorised repairer is not used), for the repair or replacement of the glass, windscreen or window...”*

The policy also says reference to 'We / Us / Our / Insurer(s)' means the insurance company detailed on the certificate of motor insurance. As above, this states the insurer is Highway.

Miss C says when she raised a claim, she raised it through Highway (her policy) and proceeded to pay her policy excess. She then says she was referred to an agent of Highway for the claim to be settled. So, even though Highway's agents administered the claim, Highway are ultimately responsible for the complaint Miss C has raised.

As mentioned above, I've had to rely on the available evidence when coming to my decision. That is – the information available to me now, following our investigator providing both parties a fair opportunity to provide any evidence to support their position.

Our case history shows Highway were contacted several times using the correct contact information our service holds, since June 2022. As such, I'm satisfied Highway were given a fair opportunity to provide evidence to support their position, and enough information to locate their customer.

So, based on the evidence currently to hand, I find that:

- The claim didn't run as smoothly as all parties would have expected it to, and claim repairs were poor which resulted in further repairs being required.
- Miss C says she was promised call backs, but these never happened.

- Based on Miss C's testimony, I'm satisfied the way the claim was handled caused her further distress and inconvenience – over and above what's naturally expected following a claim of this nature.

Miss C says she received £1,400 compensation in total but wasn't sure what this amount was in relation to. She says she's concerned that, given water found its way into the vehicle following the poor repair, future issues may arise with corrosion. She also says Highway's agent caused further damage to the exterior of her vehicle.

I'm unable to direct Highway to compensate Miss C for circumstances that *may* occur in future. Miss C also hasn't provided strong supporting evidence that demonstrates further damage was caused to the external areas of the vehicle.

I do, however, find the claim was handled poorly overall. I say this because Miss C had to arrange further repairs to be carried out to put right the initial works. She also says Highway failed to call her back when promised to, and her partner had to take additional days off work to handle the claim.

Therefore, based on the information I do have, I find £100 compensation to be fair, reasonable, and proportionate in the circumstances of the complaint. So, I'll be directing Highway to pay Miss C £100.

### **Putting things right**

Highway Insurance Company Limited must pay Miss C £100 compensation for any distress and inconvenience caused.

### **My final decision**

My final decision is that I uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 10 February 2023.

Liam Hickey  
**Ombudsman**