

## The complaint

Mr J complains about Highway Insurance Company Limited's handling of his Buildings Insurance claim.

All references to Highway also include its appointed agents.

## What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my decision.

## My provisional decision

I issued a provisional decision on 10 May 2023. In my provisional findings, I said:  
*"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint."*

*Having done so, I'm intending to uphold the complaint for these reasons:*

- *Highway says it was unable to send a contractor to Mr J's property at the time the claim was reported, due to exceptional demand across the industry.*
- *Because of this Highway agreed for Mr J to obtain quotes himself for the roof repairs. This was provided to Highway along with images of the damage to the roof.*
- *Highway said it tried to contact the contractor who had provided Mr J with the quote, as it wanted further detail about the works. As it was unable to reach them, I think Highway had the opportunity to either ask Mr J to obtain more quotes and information about the works, or to send a representative to assess the damage. But I can't see it did either.*
- *Highway conducted a desktop review which included a Google Earth image from prior to the claim. Highway says this shows the damage to the roof is pre-existing. However, from reviewing the image I can see this only shows part of the roof and Mr J has reported damage to three sides of the roof. So, I'm not satisfied this is enough for Highway to say the damage was pre-existing and to decline cover.*
- *Our investigator recommended Highway appoint someone to attend the property to inspect the damage. Highway said due to the time that's passed, this has prejudiced its position to assess the damage. I agree. Highway had an opportunity to assess the damage or to ask Mr J to obtain further quotes and specify the detail it needed. But it didn't.*
- *And as I think Highway haven't demonstrated the claim can be excluded for wear and tear, or that the damage to the whole of the roof was pre-existing, I think it's fair and reasonable the claim for insurable damage should now be met.*
- *Highway accepted there have been delays in its progression of the claim. It has offered Mr J £300 compensation for the inconvenience caused by its actions. Having reviewed everything, I think this is fair and reasonable in addressing matters, so I do not intend to make any further award here."*

## Responses to my provisional decision

Mr J responded to my provisional findings but hasn't provided any further points for me to consider.

Highway didn't agree with my provisional findings. In summary, it said:

- It is in a position where it is now impossible to tell whether damage is covered or not due to the length of time that has passed.
- As google images show signs of some damage to the roof, it shouldn't be expected to cover this damage.
- It is for Mr J to prove he has a valid claim – and Highway has demonstrated the roof was in very poor condition prior to the incident.

### **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've considered what Highway has said, but it doesn't change my decision – or my reasoning.

As I've set out in my provisional decision. I agree its not now possible for Highway to validate the damage due to time that has passed. But as I've also explained, it had an opportunity to do so earlier, and it didn't. So, because of this, I think it's now fair and reasonable for it to proceed with the claim.

The images may show some damage, however Highway has relied on one image of part of the roof, to decline the whole claim. But there is other damage to the roof, so because of this Highway haven't provided me with sufficient proof to persuade me conclusively the damage was pre-existing.

Photos were provided with the repair quotes, of the entirety of the roof, which show other damage. And its not in dispute there was a storm on the date in question. So, I think Mr J has demonstrated he has a valid claim under the policy. It is then for Highway to demonstrate an exclusion applies – which I'm not persuaded it has.

So, for these reasons, and those set out in my provisional decision, I uphold this complaint.

### **Putting things right**

To put things right I direct Highway to proceed with the claim and arrange for repairs to insured damage to the roof.

If Mr J wishes to cash settle, Highway should do so at the rate it would cost Mr J to carry out all insured repairs. Highway can request three quotes to be provided by Mr J should it require it.

### **My final decision**

My final decision is that I uphold Mr J's complaint.

To put things right I direct Highway Insurance Company Limited to do as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 9 June 2023.

Michael Baronti  
**Ombudsman**