

The complaint

Mr and Mrs C complain that Highway Insurance Company Limited declined a claim they made under their home insurance policy for roof damage.

What happened

I issued a provisional decision in which I said:

As the circumstances of this complaint aren't in dispute, I'll summarise my findings.

- Mr and Mrs C got in touch with Highway after water came into their house through the roof. Highway had the damage inspected by T, who said the flat roof was quite old, had water pooling on it, and so water may have got in there.
- Highway accepted there had been storm conditions. But it said the nature of the damage and the condition of the flat roof meant the storm had merely highlighted maintenance problems. So that damage wasn't covered by the policy. It noted the internal water damage was covered under the 'accidental damage' section of the policy and invited Mr and Mrs C to let it know if they wanted to claim for that.
- Our investigator thought Highway had acted fairly based on the condition of the roof and the extent of the weather conditions.
- Mr and Mrs C disagreed. They said the leak wasn't in the area of the flat roof or pooling water – so they didn't think the focus on the condition of this part of the roof was relevant or fair. They said the damage was to the side of the house, along the edge of the angled roof. They provided further information to support their position.
- This included a pre-purchase survey from 2021, which was carried out by a reputable surveying organisation. In summary, aside from the flat roof and chimney stack, it said the roof coverings were in a good condition. And comments from their roofer, who said the flat roof wasn't the cause of the damage – the edge of the roof to the main house was. They said that during high wind, the roof tiles had become dislodged and lifted, which allowed water ingress.
- Our investigator shared this information with Highway and invited it to comment. It didn't do so by the deadline set.
- The policy covers damage by storm. There's no dispute the weather conditions amounted to a storm. There were winds of 53mph and rainfall of up to 6mm an hour and 20mm a day. The question is whether the storm was the main cause of the damage to the roof.
- The roofer explained how the storm conditions caused the roof damage and how that led to the internal damage. The pre-purchase survey shortly before the damage didn't identify any problems with this part of the roof, suggesting there were no signs

of wear and tear. The only evidence provided by Highway is T's report, which merely says water *may* have been getting in through the flat roof and doesn't seem to have considered the rest of the roof. I don't find that as persuasive as the information provided by Mr and Mrs C. The roofer carried out repairs to the edge of the main roof and I understand there has been no further water problems since.

- As a result, I'm satisfied the external and internal damage was likely caused by the storm conditions – so Highway should accept the claim and settle it.
- Mr and Mrs C paid £2,050 for the roof repairs and carried out the internal redecoration themselves. To settle the claim, Highway should pay this amount, less the excess, which I understand is £200, plus interest.
- I also think Highway should pay compensation. The claim wasn't considered very thoroughly and, as a result, it was declined without a full understanding of the damage and its cause. This led to a delay reaching a fair position with the claim and caused some avoidable distress and inconvenience to Mr and Mrs C, including carrying out some of the work themselves.

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.

Highway didn't respond to my provisional decision.

Mr and Mrs C did. They said they accepted it but asked whether I'd considered that they carried out some of the work themselves.

The investigator confirmed that I did so. I took it into account when thinking about compensation. I don't think it would be fair to ask Highway to pay the estimated cost of having the work carried out professionally, as that's not a cost Mr and Mrs C incurred.

As neither party has challenged or commented on my provisional decision, I see no reason to depart from it. I remain satisfied it's fair and reasonable in the circumstances.

Mr and Mrs C also said they paid the invoice on 5 June 2023. Highway is entitled to ask for evidence of this if it wishes or it can use that date to help calculate the interest payable on the claim settlement.

My final decision

I uphold this complaint.

I require Highway Insurance Company Limited to:

- Settle the claim by paying £1,850.
- Pay interest on this amount at 8% simple per year, from the date Mr and Mrs C paid the invoice to the date of settlement*.
- Pay £250 compensation**.

*If Highway considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr and Mrs C how much it's taken off. It should also give Mr

and Mrs C a tax deduction certificate if they ask for one, so they can reclaim the tax from HM Revenue & Customs if appropriate.

****Highway must pay the award within 28 days of the date on which we tell it Mr and Mrs C accept my final decision. If it pays later than this, it must also pay interest on the award from the deadline date for settlement to the date of payment at 8% a year simple.**

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C and Mr C to accept or reject my decision before 19 December 2023.

James Neville
Ombudsman