

## **The complaint**

Mrs M is unhappy that Highway Insurance Company Limited (“HICL”) has declined a claim she made under her home insurance policy.

## **What happened**

Mrs M held a buildings and contents insurance policy with HICL that provided cover for various risks.

In the summer of 2023, Mrs M learned that her chimney stack had been damaged. She arranged for it to be inspected and was told that it had been damaged by lightning and needed to be repaired quickly as it wasn’t safe. So, she contacted HICL to make a claim.

HICL looked into things and took the decision to decline the claim. It said it checked the weather reports from the time the damage was noticed, and checked back six months, but couldn’t see any storm conditions in Mrs M’s area.

Mrs M wasn’t happy, so HICL logged a complaint. She said she had a report from a roofing company, and she remembered that there were heavy storms in her area in early 2022 which might have been the source of the damage.

HICL considered Mrs M’s complaint but didn’t change its stance. It said if the damage happened in early 2022, Mrs M would have needed to report it sooner. It also said any damage that happened over time, or by wear and tear, wasn’t covered by Mrs M’s policy. Mrs M later provided the report she’d obtained, and HICL agreed to send an agent to inspect the chimney. But, when Mrs M said that she’d had the damage repaired, HICL chose not to do anything further.

Mrs M didn’t think this was fair, so she referred her complaint to the Financial Ombudsman.

Our investigator looked into the complaint and didn’t think it should be upheld. She reviewed weather reports from the time the damage was noticed and from early 2022, but she couldn’t find any evidence of lightning strikes. She said Mrs M had to demonstrate that an event covered by her policy had caused the damage, and without knowing when this event took place, she didn’t think there was an insurable event for HICL to assess.

Mrs M didn’t agree. She said she had two reports from structural engineers who had warned that the damage was very dangerous, so she couldn’t wait to have it repaired. She also said the available photos show the damage wasn’t caused by wear and tear.

As Mrs M didn’t agree, this complaint has been passed to me to decide.

## **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.

Having done so, I haven't upheld Mrs M's complaint for broadly the same reasons as our investigator.

I know this will be disappointing for Mrs M, and I'm mindful of the costs she's incurred to repair her home. I'd like to reassure her and HICL that I've considered all the information and evidence provided to me in reaching my decision. If I haven't commented on a particular point, it's because I don't think it's relevant to what I consider to be the right outcome.

Insurers like HICL have a duty to handle claims promptly and fairly, and they mustn't unreasonably decline a claim. So I've considered whether HICL acted in line with the terms of Mrs M's insurance contract – and whether it treated Mrs M fairly in doing so.

Mrs M has provided a report from her roofer who had inspected the damage. Their report said:

“From my experience this damage as seen below, can only have been caused by lightning strike as there is a clean break straight through the chimney structure, therefore ruling out wear and tear and is no longer safe”.

Mrs M has mentioned other reports, but these haven't been provided.

Because the evidence suggests that the damage was caused by a lightning strike, I've reviewed Mrs M's policy to see what cover it provided for this. I should explain that her policy doesn't cover all causes of damage. Rather, it covers damage caused by a list of specific, insured events. One of those events is lightning. The relevant term says:

“The buildings are insured against loss or damage caused by:

1. Fire, smoke, explosion, lightning or earthquake.”

However, the issue at the heart of this complaint is that Mrs M hasn't been able to say exactly when the damage occurred. HICL says it checked the weather records six months prior to when Mrs M learned about the damage but didn't find any evidence of lightning strikes.

I should explain that the onus is on Mrs M as the policyholder to show that the damage she is claiming for was caused by an insured event. Mrs M's report suggests the damage was caused by lightning, but she also needs to establish when the damage happened. Where a policyholder doesn't know when damage has happened, perhaps because it wasn't noticeable right away, our service usually takes the view that it's reasonable for an insurer to check back a month or so in the weather records. And unless there's evidence to suggest the damage happened even further back, we wouldn't usually expect an insurer to look beyond this. So, I think it was reasonable for HICL to have looked back six months.

Mrs M says the damage might have happened in early 2022 during a period of stormy weather. I've checked the weather records myself and, having done so, I haven't found any evidence of lightning strikes in Mrs M's area either at the time the damage was reported, within six months prior, or in and around early 2022. So, while I appreciate the damage might have been caused by lightning, I can't be satisfied that it happened while Mrs M was insured by HICL. Given the damage was only spotted by someone known to Mrs M living nearby, and as there's no evidence of lightning strikes within at least six months, it seems to me that the damage could be historical. I think it's also possible that the damage may have had a different cause, but without knowing when it happened, it isn't possible to connect it to an insured event. So I don't think it would be reasonable for me to say HICL should accept the claim without a clear indication of when it happened.

I appreciate Mrs M is also unhappy that HICL said it would send somebody to inspect the property and didn't. But I don't think that was unreasonable once HICL learned that the damage had been repaired. I say that because I think it's unlikely that another inspection would have helped HICL determine how or when the damage could have happened, especially once it had been repaired.

I'm sorry to hear of the stress Mrs M was under while she was waiting for the repair to be carried out, and I do understand why she had this completed as quickly as she could. But I think HICL acted fairly in declining this particular claim. So I won't be requiring HICL to do anything further.

### **My final decision**

For the reasons I have given, it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 26 June 2024.

Chris Woolaway  
**Ombudsman**