

The complaint

Mrs P and Mr W have complained that Highway Insurance Company Limited (Highway) declined part of a claim under a home insurance policy.

As Mrs P mainly seemed to deal with the complaint, for ease, I will normally only refer to her.

What happened

The bathroom extraction fan fuse blew in Mrs P's home causing a power cut to the first floor. When an electrician visited, he said a large volume of water had entered the fan, which was likely through the flashing around the extraction fan outlet.

Mrs P contacted Highway to make a claim for storm damage. Highway sent a surveyor, who assessed the damage by putting a camera phone on a selfie stick out of a bedroom window. The surveyor didn't find any damage. Mrs P didn't think this was an adequate survey, so contacted Highway. Highway arranged a drone survey. The surveyor's report said the extraction fan cowling had been off-set but remained in situ and there was a broken tile in close proximity to the extraction fan ducting. The report said neither of these issues appeared to be storm related. Highway declined the claim for the external damage, but said it would cover the internal damage under the accidental damage part of the policy.

Mrs P complained because she didn't think Highway had explained why the external damage couldn't be storm related. When Highway replied, it maintained its claim decision. It said there were storm conditions around the time the damage was found. However, it said the external damage wasn't consistent with a storm. It said it was due to wear and tear, rather than a one-off sudden event. It said it had offered to cover the internal damage but that it understood Mrs P had decided not to claim for this damage as it was minimal. It said the first survey hadn't been adequate, which meant a second survey had to be carried out. It offered £100 compensation for the delays this caused.

When Mrs P complained to this Service, our Investigator upheld the complaint. She said there was a storm and a storm could cause the type of damage that had been found. She said the surveyor hadn't explained why the damage wasn't storm related. On balance, and given the lack of reasoning, the Investigator said it was more likely the storm winds caused the damage. She said Highway hadn't shown it was fair to apply an exclusion. She said Highway had accepted the first survey wasn't a suitable survey and that the £100 compensation it offered was fair in response. She also said Highway should reconsider the external damage, without applying the exclusion for wear and tear, and pay interest on any settlement.

As Highway didn't agree the external damage was likely to be storm related, the complaint was referred to me.

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 uphold the complaint. I will explain why.

When we look at a storm claim complaint, there are three main issues we consider:

1. do we agree that storm conditions occurred on or around the date the damage is said to have happened?
2. is the damage claimed for consistent with damage a storm typically causes?
3. were the storm conditions the main cause of the damage?

We're only likely to uphold a complaint where the answer to all three questions is yes.

For the first question, it isn't in dispute that there were storm conditions around the time the damage was found. I also think a storm could cause damage to a roof and external items such as a vent. So, I think the answer to the first two questions is yes.

So, I've looked at whether the storm was the main cause of the damage. Highway's drone survey found damage to a roof tile and that the cowling had moved in the extraction fan vent. The report said this wasn't storm related damage, but didn't give any reasons for this. Highway later said the damage was wear and tear. However, the report didn't say this, it just said the damage wasn't storm related. I don't find this report persuasive because it lacks detail to support its findings.

It's my understanding that Mrs P wasn't making a claim for the damaged roof tile. So, I've focussed on the cowling. I'm aware Highway later told this Service that the cowling appeared to be in that position for a period of time. It said there was a build-up of dirt around the top of the pipe where the cowl should have been sitting. So, Highway said it was assessed to have slipped over time. I've looked at a photo of the vent and cowling. I could see some black marks, but I don't think I can fairly say it was necessarily dirt. But, even if it was dirt, the survey didn't take place until about a month after the damage was found. So, I don't think I can fairly conclude that it didn't build up during that month. I don't think the evidence persuasively shows the cowling wasn't lifted by the storm that happened around the time the damage was found.

I've also looked at an online photo Highway more recently provided to this Service. It said this showed the cowling was out of place in April 2022, which was some time before the damage was found. However, the photo is taken at a distance and I don't think the photo showed the cowling was out of place. I also haven't seen other signs of wear and tear to the vent that indicated that was the cause.

Based on what I've seen, I don't think Highway has shown the damage was more likely the result of wear and tear or that it was fair to apply an exclusion on that basis. So, I don't think it was reasonable for Highway to decline the claim for the external damage. On balance, I think the evidence more likely shows the damage was the result of the storm.

Mrs P was also concerned about the adequacy of the first survey. She had to contact Highway to explain her concerns and a new survey then had to be arranged. Mrs P was caused distress and inconvenience because of this. Highway offered Mrs P £100 compensation. In the circumstances, I think that was fair.

My final decision

For the reasons I have given, it is my final decision that this complaint is upheld. I require Highway Insurance Company Limited to:

- Reconsider the claim for the external damage in line with the terms and conditions of the policy and without applying the exclusion for wear and tear.
- If it settles the claim, pay 8% simple interest on any cash settlement from the date on which Mrs P and Mr W incurred the cost to the date on which it makes the payment.
- Pay the £100 compensation it previously offered, if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P and Mr W to accept or reject my decision before 7 January 2025.

Louise O'Sullivan
Ombudsman