

The complaint

Mr E complains about the way Highway Insurance Company Limited (Highway) handled the repairs on his vehicle following a claim he made under his motor insurance policy.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events. In February 2024 Mr E was unfortunately involved in an accident involving another vehicle and so reported a claim under his motor insurance policy. Highway arranged for its authorised repairer to estimate Mr E's vehicle for repairs.

Mr E didn't believe the estimate included all damage caused by the accident and so Highway arranged for the vehicle to be inspected by an independent engineer. In particular Mr E felt there were issues with the bonnet, headlight and alloy.

The engineer said none of the issues Mr E had raised were related to the accident and so weren't Highway's responsibility to repair.

Mr E's vehicle was repaired, but he was unhappy a sensor hadn't been replaced as he believed this was damaged as a result of the accident. He paid for the sensor to be replaced and asked Highway to reimburse him for this. He was also unhappy damage to the alloy hadn't been repaired and said there was damage to his wing mirror which had been missed.

Over the coming months Highway discussed these items with the independent engineer but didn't agree to pay for the repair as it didn't believe they were caused by the accident. Mr E was unhappy with this and so raised a complaint. He was also unhappy with the way his claim had been handled and that he hadn't yet received a refund of his policy excess.

Mr E's excess was refunded in October 2024 and Highway agreed to pay for the repairs to the alloy and wing mirror, but didn't agree to reimburse Mr E the costs he incurred replacing the sensor. Mr E hadn't received a response to his complaint and so referred his complaint to this Service.

On 31 January 2025 Highway issued Mr E with a final response to his complaint. It said the independent engineer and repairing garage agreed the outstanding damage wasn't incident related. It said if Mr E provided his own independent report it would be happy to review the findings. It also said it didn't agree it had made any errors in the way it handled Mr E's claim.

Our investigator looked into things. She said she acknowledged Highway had now agreed to repair the damage to the alloy and wing mirror, but she thought it was reasonable for it to decline to cover any further damage. She said she thought it was reasonable for Highway to rely on the information provided by the independent engineer. She thought Highway had fairly dealt with the refund of Mr E's excess, but thought it had caused delays, and provided Mr E with poor communication during his claim and so should pay £250 compensation.

Mr E didn't agree with our investigator. He said he thought Highway should reimburse him for the sensor he had replaced and pay £1,000 compensation for the distress and

inconvenience he had been caused.

As Mr E didn't agree with our investigator, the 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.

I want to acknowledge I've summarised Mr E's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead, I've focussed on what I consider to be the key issues I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr E and Highway I've read and considered everything that's been provided.

I want to be clear about what I've considered as part of this decision. I've considered the events which took place up to Highway's final response of 31 January 2025. I understand Mr E has raised concerns about the way Highway have handled his claim after this date, but he would need to raise this as a separate complaint in the first instance. It also appears some issues Mr E originally raised with Highway, such as the reimbursement of his policy excess, have fallen away, and so I've focussed my decision on the outstanding elements of Mr E's complaint. I've addressed the key points separately.

Repairs to Mr E's vehicle

The terms of Mr E's policy explain in the event of an accident, Highway will pay for the damage to Mr E's vehicle to be repaired. Mr E has said Highway haven't repaired all of the damage to his vehicle caused by the accident. Highway have said not all of the damage Mr E has claimed for was caused by the accident. So, I've considered whether it was reasonable for Highway not to cover all of the damage Mr E has claimed for.

Damage to alloy and wing mirror

Whilst Highway originally declined to cover the damage to the vehicle's alloy and wing mirror, it has since agreed to pay for the repair to these items. Therefore, it isn't necessary for me to decide whether these items were damaged in the accident.

Damage to sensor

Mr E has said the accident caused damage to the light levelling sensor which he has now paid to have replaced. Highway have said it doesn't believe the sensor was damaged during the accident.

I can see from Highway's correspondence with its authorised repairer, the authorised repairer didn't believe the damage to the sensor was caused by the accident. I've listened to a call Highway's engineer had with the authorised repairer, and the engineer said he didn't believe the accident would have caused the damage to the sensor Mr E is claiming for. Highway also asked for the independent engineer for their comments on the sensor damage Mr E was claiming for. The engineer said it reviewed the damage sustained and repairs carried out and was unable to see how the damage was related to the claim.

Mr E provided an invoice for the repairs to the sensor, but this didn't give any information about how the repairer believed the damage had happened.

Based on the evidence provided I think it was reasonable for Highway to conclude that the

damage to the sensor wasn't caused by the accident. It has relied on the opinion of its own engineer, authorised repairer and independent engineer, all who have relevant expertise in the field. As I don't think it's been shown the damage to the sensor was caused in the accident, I don't require Highway to reimburse Mr E the cost he has paid to have this replaced.

Mr E has provided this Service with new information from the repairer who replaced the sensor providing some commentary on how the damage has happened. As this is evidence Mr E has provided following Highway's final response of 31 January 2025, and Highway have said it's willing to consider any independent reports Mr E provides, he should provide this to Highway in the first instance. If he remains unhappy, he can then raise this as a separate complaint.

Other outstanding damage

Mr E has said following the accident there was further damage to his vehicle which Highway haven't agreed to repair. This includes:

- Scratches to the bonnet hinge
- The bonnet not raising automatically
- The bonnet not closing properly
- The bonnet being misaligned to the front wings and bumper
- Bumper inner seal not being fitted correctly
- A new headlamp being required

Highway arranged for an independent engineer to inspect Mr E's vehicle and they have written a report about these issues. The engineer has commented on each of these issues in turn and has said they don't believe the issues were due to the accident.

Based on the evidence available I think it was reasonable for Highway to rely on the opinion of the independent engineer when concluding these issues weren't caused as a result of the accident. Mr E was unhappy the engineer didn't have all of the information about the accident, including dash-cam footage, and so doesn't consider their opinion to be reliable. However, the engineer did inspect the vehicle in person, and I think they are suitably qualified to provide an opinion on the cause of the damage. I've also not seen evidence from a similarly qualified engineer contradicting the opinions provided by the independent engineer. So, as the evidence available suggests none of these issues were caused as a result of the accident, I don't require Highway to pay for their repair.

Claim handling

The relevant rules and industry guidance explain Highway should handle claims promptly and fairly.

Based on the evidence provided I think Highway should have handled Mr E's claim more promptly, particularly whilst investigating the further damage Mr E said was caused by the accident.

I can see Mr E made Highway aware of the issue with the sensor at the outset of the claim, prior to the repairer estimating his vehicle and the independent engineer inspecting it. So, I think this could have been addressed earlier than it was.

By the end of July 2024 Mr E had provided Highway with all of the evidence he said showed the outstanding damage was caused by the accident. On 22 August 2024 Highway told Mr E this was being reviewed by its in-house engineers, however it didn't progress matters until

December 2024. I've seen no good reason for this lengthy delay.

Whilst Highway have now agreed to pay for the repairs to the alloy and wing mirror, I can't see Mr E provided Highway with any further evidence in relation to these issues after July 2024. So, I've seen no good reason why it took Highway a number of months before agreeing to cover these repairs.

I think this has all caused Mr E distress and inconvenience. He has provided evidence of the number of conversations he has had with Highway in relation to the repairs to his vehicle, and it's clear he has spent considerable time gathering information to provide to Highway. He also has the inconvenience of having to return his vehicle to the repairer for further repairs to be carried out.

Mr E has said he has had to take time off work to facilitate the replacement sensor, however as I've not seen persuasive evidence Highway are responsible for this repair, I've not included this when deciding reasonable compensation.

Based on the evidence provided I think Highway should pay Mr E £250 compensation to acknowledge the distress and inconvenience he has been caused by the way it has handled his claim. I think compensation of this amount fairly takes into consideration the impact the errors I hold Highway responsible for has had on Mr E. I've taken into consideration that whilst Mr E has no doubt suffered distress and inconvenience, he has had use of his vehicle throughout this period, reducing the overall inconvenience he has suffered. I've also taken into consideration that whilst Mr E has spent considerable time providing information to Highway, I don't consider a number of the issues he has raised with repairs to be the responsibility of Highway.

Mr E has said he believes £1,000 compensation is more reasonable to reflect his distress and inconvenience, but I don't agree this level of compensation is warranted in the circumstances.

My final decision

For the reasons I've outlined above, I uphold Mr E's complaint about Highway Insurance Company Limited. I require it to pay Mr E £250 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 22 July 2025.

Andrew Clarke
Ombudsman