

The complaint

Mr M complains about Highway Insurance Company Limited's decision to decline a claim for damage to his roof after a storm.

What happened

The background to this case is well known to both parties, so I'll provide only a brief summary here.

Mr M has been represented in making this complaint, but for ease of reference I'll refer to information, evidence and comments being provided by Mr M.

At the relevant times, Mr M had home insurance underwritten by Highway to cover his property and its contents. He made a claim after discovering water ingress to the property after a storm.

Highway declined the claim. They said that although there was a storm on the relevant date(s), the damage to the roof wasn't consistent with storm damage and was much more likely wear and tear or gradual damage.

Mr M disagreed and made a complaint to Highway, which they didn't uphold. He then brought that complaint to us.

We concluded that Highway had done nothing wrong in declining the claim given the information and evidence available to them at the time.

Mr M then produced further evidence – primarily, a report from his roofer – and asked Highway to re-consider the claim. They did so but maintained that the decision to decline the claim remained correct.

Mr M made a further complaint, which he's now brought to us.

He remains dissatisfied with the claim decision and wants us to instruct Highway to settle the claim and to pay him appropriate compensation for the delay in having his claim settled appropriately.

Our investigator looked into it and didn't think Highway had done anything wrong.

Mr M disagreed and asked for a final decision from an ombudsman.

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.

It's a fundamental principle of insurance that policyholders are covered against unforeseen and unexpected events which cause damage or loss.

Insurance contracts though are not maintenance contracts or agreements. So, if the insured property is ageing, subject to wear and tear and/or coming towards the end of its useful life, it's not for the insurer to step in and cover the repair / replacement.

Where that is the case, of course, the fact that the property is worn, aged and/or unable to fully serve its function, will often become apparent only when the property is placed under stress or duress.

In this case, everyone agrees that there was a storm on the date(s) in question. And I think everyone would agree that the damage was only apparent to Mr M *after* that storm. No-one is suggesting that Mr M waited for a storm to come along so that he could claim for damage which was already evident.

The question is whether the storm damaged an otherwise perfectly sound and stable roof, as storms of this magnitude can do on occasion (and as the policy terms reflect). Or whether the storm simply served to highlight that the roof was already worn, ageing and/or likely to fail as soon as it was exposed to strong winds and/or rain.

More accurately, the question for me, in making this decision, is whether it was fair and reasonable for Highway to decide that the most likely principal cause of the damage to Mr M's property was the state of the roof beforehand - and not the storm - given the information and evidence they have in hand.

I know this will be a disappointment to Mr M, but I'm satisfied that Highway have acted fairly and reasonably in assessing his claim. Of course, Mr M has my sympathy about these events and the damage his property suffered, but I believe it's much more likely that storm highlighted existing issues with the roof.

Much has been made in the debate around this complaint about the particular nature of the roof's construction, which is typical of older houses in the area of the country in which Mr M lives. I think that's largely a red herring.

Highway's expert, who visited the property to assess the damage, noted that there were tiles on the roof that were crumbling, cracked or broken. Crumbling tiles suggests ageing and wear and tear, not storm damage. Cracked tiles would usually not be typical of the violent and immediate damage caused by a storm.

I'm aware that Mr M believes the assessment carried out by Highway's expert was cursory and not thorough. But the photographs taken by the expert are clear and highly relevant. And it isn't always necessary for an inspection to take place with the assessor physically on the roof itself.

The photographs I've seen (provided by both sides) do seem to suggest that the roof was of a certain age. There's a good deal of growth on the tiles – Mr M says it's lichen, Highway's expert said there was moss.

I don't think it matters – the growth suggests the tiles have been there for some considerable time. But that in itself isn't sufficient proof that the roof was worn or beyond its shelf-life.

What's more important is that the photographs do appear to show a relatively uneven roof, with some gaps either between tiles or where parts of tiles have fallen away. This supports Highway's expert's view that tiles were crumbling or cracked in places.

For reasons I won't go into here, Mr M's property is looked after by a caretaker. He says that there have been occasions recently when he's had to replace tiles which had fallen away or

broken. Again, that's evidence which suggests that the roof might have been ageing or worn.

Furthermore, the roofing contractor who carried out the repairs for Mr M replaced the whole of one side of the roof. That doesn't suggest storm damage – which might usually be expected to be localised, except perhaps where the storm is extreme.

The fact that all of that side of the roof had to be repaired – including replacement of all the battens – suggests that the roof as a whole (on that side) may have been already worn and aged before the storm came along.

Mr M's caretaker has suggested that the battens in that style of roof are brittle and can't easily be replaced in a localised area. I'm afraid I'm not persuaded by that argument.

I can see how an individual batten – damaged by a storm – might have to be taken out along its whole length because it's difficult to take the damaged part out without causing more damage. But I can't see how that logic would apply to every single batten on one side of a relatively large roof.

In summary, on balance of probability, the available evidence suggests that the most likely cause of the damage to Mr M's property was wear and tear, with the damage occurring gradually and only becoming obvious when the storm highlighted the existing weaknesses in the roof.

That being the case, I can't reasonably conclude that Highway did anything wrong in declining Mr M's claim, based on the evidence and information they had about the roof.

My final decision

For the reasons set out above, I don't uphold Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 15 August 2025.

Neil Marshall
Ombudsman