

The complaint

Mrs M complained that Highway Insurance Company Limited (“Highway”) unfairly declined her claim for storm damage, under her home buildings insurance policy.

What happened

Mrs M said that after the named storm Babet in October 2023 damage was caused to both chimney stacks on her roof. This resulted in soaked brickwork and internal walls that were affected by water ingress. She made a claim to Highway in September 2024. She said the claim was declined but she didn’t get a full explanation in writing. Mrs M wasn’t satisfied with the outcome provided and complained to Highway.

In its final complaint response, issued in February 2025, Highway said it had reviewed the report provided by Mrs M’s contractor. From the photos supplied it said the damage to the chimney stacks are due to wear and tear or faulty workmanship. It said this isn’t covered by Mrs M’s policy, so it maintained its decline decision.

Mrs M didn’t think Highway had treated her fairly and referred the matter to our service. Our investigator upheld her complaint. She said Mrs M’s contractor’s report was persuasive that a storm had washed away mortar in the chimney stack and caused damage internally. She said Highway hadn’t arranged an inspection of Mrs M’s property. And she didn’t think it had reasonably shown the damage wasn’t caused by the storm.

Our investigator said Highway should settle Mrs M’s claim and pay her £200 compensation.

Highway didn’t accept our investigator’s findings. It provided historic photos of Mrs M’s chimney stacks that it said showed signs of damage over several years prior to the claim. Our investigator didn’t change her mind, so Highway asked for an ombudsman to consider the complaint.

It has been passed to me to decide.

I issued a provisional decision in August 2025 explaining that I was intending to not uphold Mrs M’s complaint. Here’s what I said:

provisional findings

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 my intention is to not uphold Mrs M’s complaint. I’m sorry to disappoint her but I’ll explain why I think my decision is fair.

There are three questions we take into consideration when determining whether a storm caused the damage in question. These questions are:

- *Do we agree that storm conditions occurred on or around the date the damage is*

said to have happened?

- Is the damage claimed for consistent with damage a storm typically causes?
- Were the storm conditions the main cause of damage?

If any answer to the above questions is no then an insurer can generally, reasonably decline the claim.

In its submissions to our service Highway acknowledged there were storm conditions experienced around the time of Mrs M's loss. So, I can accept that the answer to question one is 'yes' and move on,

Damage to a roof including a chimney stack, resulting in water ingress, is consistent with damage a storm typically causes, so the answer to question two is also yes.

The final question I need to be satisfied with is that a storm was the underlying cause of the damage. I've read the report provided by Mrs M's contractor to understand more about this. I've copied the relevant excerpts from this report below:

"I have enclosed a number of photographs. As you can see the mortar joints have been washed out. In 2007 substantial work had been carried out on both chimney stacks. Including taking off lead flashings, repointing the brickwork, replacing lead flashings and repointing top flaunchings...In my opinion the external works should have lasted longer than this."

And:

"Initially I looked from outside where you could see a substantial amount of mortar joints had been washed out. Allowing water ingress through the joints and down the internal of the stack, coming out of the stack lower down. Through the ceilings and running down the walls."

Mrs M's contractor explained that the repairs carried out in 2007 didn't last as long as he would expect. He highlighted the missing mortar and said this had been washed out. But he didn't say this was the result of a storm. For cover to be provided the damage would have to be the result of a sudden one-off event. But from this evidence the damage is indicated to have developed gradually over time, with poor workmanship contributing to the deterioration.

The photos included with the contractor's report show sections of a chimney stack that is discoloured black. In its submissions to our service Highway says this is the result of water entering the brickwork. There are also several sections shown in the photos where mortar is missing. And some significant cracking can be observed throughout the brickwork on the right-hand side chimney stack.

Highway based its decline decision on the report and photos supplied by Mrs M's contractor. I don't think this was unreasonable. The photos clearly show the condition of the roof and chimney stacks. The commentary from Mrs M's contractor is also clear.

I've thought carefully about whether a storm caused the mortar to be 'washed out' of the joints in the chimney stacks. But I don't think this was the underlying cause. As Highway has explained once mortar has dried it should withstand the impact of even heavy rainfall. I acknowledge that the rainfall that occurred during storm Babet was significant and qualifies under Highway's definition of a rainstorm. But rain should not wash away mortar from between brick courses in a well-built chimney stack in good condition. Similarly, the mortar should withstand the effect of storm force winds.

Highway has provided historic images of Mrs M's property that are available online. These are taken from the vantage point of the street. Discolouration of the right-hand side brick chimney stack can be seen in images taken in 2021 and 2022. This is the same discolouration seen on the photos Mrs M's contractor provided. The street view images were taken well before storm Babet occurred in late 2023. Indicating this damage had been ongoing for some time. Missing mortar can also be seen in the earlier images. There is also an image from 2009, which was taken two years after work was reportedly carried out on the chimney stacks. The image shows the mortar was seemingly in a good condition with no discolouration to the brickwork at this time.

I've checked Mrs M's policy terms to see what exclusions apply. Under the heading "What is not covered" it says:

"Gradual events

Any loss, damage or liability arising from wear and tear that you know is happening gradually over time."

And:

"Defects and faults

Any direct loss or damage arising from defective design, defective materials, faulty materials, faulty workmanship or failure to follow manufacturers' instructions."

The discolouration to the right-hand chimney stack was clearly observable as shown in the photos Highway provided. Mrs M's contractor reported that the repairs from 2007 should have lasted longer. Based on the evidence I've seen I think the mortar became damaged over time, and faulty workmanship has likely impacted on this happening sooner than expected.

Based on this information Highway didn't treat Mrs M unfairly when it relied on its policy terms to decline her claim for the damage to her chimney stack.

In its submission to our service Highway said the internal damage part of Mrs M's claim should have been accepted. It didn't say under what insured cause this should be accepted. I can see Mrs M chose Highway's 'extended' accidental damage cover. This could potentially have covered the internal damage. But the policy terms are clear that damage caused by water entering the building are excluded under an accidental damage cause. The damage was caused by water entering the building through the damaged chimney. So, it doesn't appear that there is cover for the internal damage.

I asked Highway to clarify if the internal damage was covered under Mrs M's policy. It responded to confirm that it wasn't, and this was an error in its submission. It said water ingress isn't covered.

I'm sorry Mrs M isn't covered for her loss. This must be very upsetting for her. But I don't think Highway treated her unfairly when it relied on its policy terms and declined her claim for the reasons it gave. So, I can't reasonably ask it to do anymore.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

Mrs M responded to say she had arranged for scaffolding to be erected and had provided further photos of the damage. She said that this clearly shows there had been a chimney

fire. She said the chimney didn't look on the verge of collapse until after the storm. Mrs M asked if she should have mentioned the chimney fire to Highway earlier.

I asked Highway to respond to Mrs M's further comments and the photos she provided. It said the 'blackening' may be the result of a fire. But the images it referred to previously showed deterioration between 2009 and 2022. It said the damage reported is shown in the 2022 photos. The business maintained that a one-off storm event is not likely to have washed away mortar on a vertical elevation.

In its response Highway said that it acknowledged Mrs M's comments that a fire had damaged her chimney. It said this may explain why the mortar had come away. But that this doesn't alter its repudiation decision under a storm cause.

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'm not persuaded that a change to my provisional findings is warranted. Let me explain.

I acknowledge from the images Mrs M has provided and from her comments that a fire may have occurred at some point. Highway also accepts that a fire may have occurred. However, the claim Mrs M made was for storm damage. As discussed in my provisional decision there is evidence of pre-existing deterioration shown in the photos taken several years before the storm event. In addition, I said a chimney in good condition should not suffer damage in the way it has here, as the result of a storm. So, I'm not persuaded that a storm was the underlying cause of the damage.

I can see from Mrs M's policy documents that cover is in place for damage caused by a fire.

Highway has explained that if Mrs M wishes to claim for fire damage, then this can be considered separately. It confirmed that this will be subject to its usual validation requirements. I think this is reasonable. But for the reasons explained here and in my provisional decision, I don't think a one-off storm event caused the damage that was the subject of Mrs M's claim. So, I don't think Highway acted unfairly when it declined her claim for the reasons it gave.

I'm sorry Mrs M's claim was declined, but she can choose to submit a claim for fire damage. Highway must then consider this under her policy terms and conditions.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 10 November 2025.

Mike Waldron
Ombudsman