

The complaint

Mr S and Mrs S have complained about how Highway Insurance Company Limited (Highway) dealt with a claim under their home insurance policy.

References to Highway include companies acting on its behalf.

What happened

Mr S and Mrs S made a claim when the sewage pipe burst at their home. Highway accepted the claim and arranged for the damage to be dealt with.

Mr S and Mrs S later complained. They were unhappy about how the works were carried out and that Mrs S's vulnerability hadn't been given proper consideration. The downstairs toilet was removed for longer than they had been told and, due to a medical condition, the living room carpet had become soiled. Appliances also weren't covered up in the kitchen, which led to them being damaged by concrete dust.

When Highway replied to the complaint, it said while it was inconvenient not having a toilet downstairs, it was unable to pay to replace the carpet. However, if Mr S and Mrs S arranged for the carpet to be cleaned, it would consider whether it could cover those costs. The contractor had agreed to cover the costs of the fridge. However, all the items damaged by concrete dust could be cleaned and restored. It said it would pay £50 towards electricity costs and offered £350 compensation for the poor service by its contractor.

Mr S and Mrs S complained to this Service. Our Investigator didn't uphold the complaint. She said Highway had explained that Mr S and Mrs S hadn't wanted a portable toilet on their property and that they had said they were happy to use the upstairs toilet. Highway was therefore limited in terms of what it could offer while the work involving the toilet took place. It was reasonable that Highway offered to assess the carpet cleaning costs. Highway had also explained that it hadn't offered alternative accommodation because only part of the kitchen was damaged. In addition, Mr S and Mrs S hadn't wanted to leave the property. So, the contractors had to find ways to work around Mr S and Mrs S while they were still living at the property. She said the £350 compensation was reasonable to address the issues caused by the claim, including taking into account Mrs S's vulnerabilities.

As Mr S and Mrs S didn't agree, the complaint was referred to me.

I issued my provisional decision on 1 September 2025. In my provisional decision, I explained the reasons why I was planning to uphold the complaint. I said:

Having done so, I currently intend to uphold this complaint. I will explain why.

As part of making my decision, I asked Highway to provide its full claim notes. It provided its own claim notes and those from a contractor that carried out the works. However, it seemed unable to obtain the claim notes from the company it appointed as loss adjusters. I'm unclear why that is the case. But, that means I'm making my decision based on more limited information than I would normally expect.

I've looked at the issues raised in the complaint. As part of that, I'm aware Mrs S had a medical issue that made her vulnerable. Mr S and Mrs S have said Highway knew this. I asked Highway for its records to show what it knew about Mrs S's vulnerability and when, along with any steps it had taken in relation to this during the claim. Highway didn't provide any records in relation to this, but it provided a comment from what I understand to be the loss adjusters, which said "Initially none were advised to us at the initial visit and confirmation they had another bathroom to use, once the issue were raised the new contractors install measure to assist with managing the claim accordingly, including a visit from myself as Ops Manager." I think this comment is unclear. It also doesn't directly answer the broader question I had asked. But I take it from this that Highway was aware Mrs S was vulnerable, even if this wasn't the case initially, and that it knew this before the downstairs toilet was taken out of use.

So, I've looked at what happened about the downstairs toilet being removed. Mr S and Mrs S said they were told the toilet would be out of use for two days, but it ended up being much longer. Mr S and Mrs S also explained that because of the delay in refitting the downstairs toilet, due to her medical condition, Mrs S was unable to get to the toilet in time on a few occasions. This resulted in the living room carpet becoming soiled.

I asked Highway for evidence of how long Mr S and Mrs S were initially told their toilet would be out of use. It said it would need to ask the contractor that carried out the work. I note it didn't then provide this information. Highway had also previously told this Service that Mr S and Mrs S had said they were "happy" to use the upstairs toilet. So, I asked it for evidence of this. It said this was a question asked on site and the contractor would have to provide evidence for the repair element. Again, I think Highway's answer is unclear.

Highway provided claim notes from the contractor. These didn't include any information that helped to show what was discussed with Mr S and Mrs S. However, I'm aware Highway previously confirmed to this Service that the toilet was removed on 6 November 2023 and reinstated on 14 November 2023. It had also said Mr S and Mrs S had told it they didn't want "external facilities" because they needed the drive empty for cars. However, it hasn't provided evidence of where this information came from and it wasn't in the claim notes it provided. It also hasn't explained what it means by "external facilities" and, if this meant a toilet, whether these were specifically offered when the downstairs toilet needed to be removed or at another point in the claim.

Based on the information and evidence available to me, I think it's fair to say Highway knew Mrs S was vulnerable because of her medical condition and that she needed easy access to a toilet because of this. Mr S and Mrs S have said they were initially told the toilet would be removed for two days and that they agreed to this but had said it couldn't be disconnected for any longer than that. I haven't seen evidence to show they were initially advised of a different timescale. So, I think it's reasonable for me to accept what Mr S and Mrs S have said. Highway has also confirmed that when the toilet was taken out, it wasn't refitted until nine days later.

Mr S and Mrs S have said that when the initial 48 hours had passed, they had to keep phoning the contractor to try and get the toilet reconnected. They said they spoke to a manager who said someone would reconnect it within two days. However, this didn't happen. Mr S and Mrs S said they had to chase again before it was then reconnected. So, I think Highway left Mrs S, who it knew to be vulnerable, in a difficult situation. I've seen no evidence that when Mrs S reported that the toilet hadn't been refitted that Highway took steps to promptly resolve this, including in light of her vulnerability. Mr S and Mrs S were also left with the stress of having to chase for the toilet to be refitted.

When Highway responded to the complaint, it said:

"I have also reviewed the carpets which were sodden as a result of your mother not having a toilet facility to use downstairs. Whilst I understand that this has caused certain inconvenience, I am unable provide cover for replacement costs."

I think describing what had happened as causing "certain inconvenience" downplayed the likely impact on Mrs S. I think what happened would, understandably, have been a distressing experience for Mrs S. Although Highway said it wouldn't pay to replace the carpet, it said it would consider the cost for a clean. However, when Mr S and Mrs S raised the complaint, from what I can see, they explained the carpet had already been replaced at a cost of about £750. I don't think it's unusual for an insurer to expect a clean to be attempted. But, its proposed solution in the complaint response wasn't realistic in the circumstances. So, in order to bring the issue with the carpet to a close, I currently intend to say Highway should pay Mr S and Mrs S £150. This is what I consider to be a fair 'cleaning cost' based on 20% of the cost of the carpet replacement. I will consider the issue of the distress caused to Mrs S and Mr S because of what happened when I look at compensation.

Mr S and Mrs S also said they should have been offered alternative accommodation. Based on the complaint information, it's my understanding that the reason Mr S and Mrs S thought this should have been offered was that the kitchen ended up "full of heavy concrete/ cement and dirty workmanship". The contractors also didn't always clean up properly and Mr S and Mrs S were sometimes unable to enter the kitchen while work was taking place. In response to this, the contractor told Highway the kitchen was only out of action for a few hours at a time so the floor self-level could dry. It also said the cooker and sink weren't taken out, so were useable. So, I'm not persuaded Highway needed to offer alternative accommodation. From what I can see, Mr S and Mrs S had a working kitchen, although I accept it would have been inconvenient not to be able to enter it sometimes.

Mr S and Mrs S also explained to this Service that when the kitchen floor was removed by the contractors that it was left unlevel and dangerous for a while. They were concerned that due to their age and Mrs S's medical condition that they were living in a vulnerable and unsafe environment. They said they were told by the contracts manager that the floor would urgently be self-levelled but weeks then passed before the work was carried out. The records Highway has provided don't include information on any discussions around this. So, it's difficult to know what Highway's position on this is. But, I think this suggests there were issues with the overall management of the claim and it not doing enough to support Mrs S when it knew she was vulnerable.

I've also looked more specifically at items Mr S and Mrs S said were damaged due to a contractor not covering up the appliances. When Mr S and Mrs S complained to this Service, they explained that when the contractor arrived to self-level the floor, they asked for some time to move items out of the kitchen. However, they said the contractor told them they didn't need to worry about this because he would cover up all the food and appliances with dust sheets. They said when they were later able to enter the kitchen, they found that no dust sheets had been put over the food and appliances. The food and appliances were heavily covered with concrete dust. They said they spoke to the loss adjuster who said this shouldn't have happened and to provide photo evidence of all the damage and contamination and it would be dealt with as part of the claim.

I looked at the records provided by Highway to see what these showed. It noted the items totalled about £3,400 and asked the contractor about the appliances, food and other items Mr S and Mrs S said were contaminated by dust. In response, the contractor said it had reviewed the list and passed it back to the loss adjuster. It said the majority of the items were covered by the signed disclaimer and it accepted no responsibility for any of the costs. I

could also see from Highway's records that it asked for the loss adjuster's view on this. But without the loss adjuster's records, it isn't possible to know what assessment, if any, the loss adjuster carried out.

Highway also sent a copy of the document Mr S and Mrs S were asked to sign. This included a "Room Clearance Disclaimer". This said:

"There maybe items of furniture or other personal possessions that have not been removed from the area we need to access to carry out the works. At your request we are happy to assist you in the removal of these items, and will take great care in doing so. However, neither the contractor nor any of its employees or agents will be liable to you in the unlikely event of any damage, and you are advised to remove and/ or protect any valuable items before works commence"

I think some of the issue here is what the contractor offered to do who arrived to level the floor. Mr S and Mrs S said he told them he would cover over the items in the kitchen. I've seen no evidence to show something different happened. So, I'm currently minded to accept Mr S and Mrs S's explanation. That being the case, I don't think Highway and its contractors can fairly say they didn't accept responsibility for any damage on the basis that Mr S and Mrs S signed a disclaimer. The disclaimer said the contractor would be "happy to assist" in removing items. It appears the contractor offered to assist. But then, for reasons unknown, didn't do what he said he would. As a result, Mr S and Mrs S's possessions were covered in concrete dust.

I also noted that when Highway responded to the complaint, it said it would cover the cost of the fridge-freezer, which I understand had been damaged during the works. But it had concluded that all the appliances affected by concrete dust could be cleaned and restored. It also said that before the work commenced, Mr S and Mrs S had signed the disclaimer.

I asked Highway what assessment it had carried out to show the appliances could be cleaned and restored. It sent a spreadsheet in which the contractor had marked the appliances it was unwilling to take responsibility for damaging with concrete dust. The contractor had also made a comment that the appliances needed a "wipe down from reasonable dust during works".

I haven't seen evidence that an assessment was carried out to decide that each of the affected items could be cleaned and restored. As part of that, I'm not sure how items such as contaminated food could be cleaned and restored. I also note that Highway didn't seem to be offering to carry out that cleaning and instead seemed to leave it to Mr S and Mrs S to resolve any issues themselves. If a contractor has carried out work that result in items needing to be cleaned, I would normally expect that to be done as part of the claim.

So, having thought about this, I'm currently minded to say that for each of the items listed as contaminated by concrete dust, Highway should arrange to clean and restore those items. If it is unable to clean them to a suitable standard, it should replace them. If Mr S and Mrs S have already replaced some of the items, they should provide Highway with the receipt and Highway should pay the replacement cost. For the food items, it appears Mr S and Mrs S took photos of the contaminated items. If they haven't already done so, they should provide these to Highway and the cost of each item. Highway should then pay the cost of those food items.

I'm aware that, due to the passage of time, Mr S and Mrs S might now have found they were able to clean some of the items themselves. If that is the case, they can provide Highway with a reduced version of the list they previously provided to show the items they still wish Highway to attempt to clean and restore.

I've also thought about compensation. From what I can see, Highway knew that Mrs S was vulnerable. However, I haven't seen evidence to show what steps it took during the claim to support Mrs S. Both Mrs S and Mr S seemed to be left in difficult, and sometimes distressing, situations during the claim. They also seemed to have to chase Highway and its contractors to get issues fixed, which prolonged some of the difficulties they were dealing with, including the lack of a downstairs toilet. Mr S and Mrs S also seemed to be left with dust contaminated items in their home, including a significant number of appliances, which Highway didn't offer to clean. I think that will have caused them concern about whether they could safely use those appliances. So, having thought about this carefully, I currently intend to say Highway should pay Mr S and Mrs S a total of £750 compensation, which includes the £350 compensation it previously offered.

I'm aware Mr S and Mrs S have also told this Service they weren't satisfied with the quality of the works completed. Mr S and Mrs S would need to explain to Highway what their concerns are about the completed works, so it can consider this.

I asked both parties to send me any more information or evidence they wanted me to look at by 15 September 2025. Highway replied and accepted my provisional decision. Mr S and Mrs S replied and, in summary, said:

- It was wholly inaccurate that Mrs S had declined the use of a portable toilet and was content to use the upstairs facilities. They described Mrs S's health issues and why it was important for her to have access to a downstairs toilet. Despite all their explanations, Highway made no provision for a downstairs or portable toilet. The first contractors removed the toilet, but didn't refit it. The second contractors refitted it and had to level the concrete floor again. The contractors used the upstairs toilet and told Mr S and Mrs S they had no choice but to let them use it. A portable unit could have been used by the contractors, instead of the contractors insisting they park their cars and vans on the drive.
- During this period, Mr S and Mrs S's daughter was pregnant. She relied on the downstairs toilet. The contractors were aware of this and her other health issues. This created unnecessary difficulty.
- Highway misrepresented the truth on several occasions. When their alarm was damaged, Highway initially denied responsibility. Mr S and Mrs S had to provide CCTV footage. A contractor again damaged the alarm and left them without a working alarm over the Christmas period.
- They were not offered alternative accommodation and there was no reason why they would say they didn't want to vacate the property. Had they been given the choice, they would have accepted. They were told to use an access route that was unsafe and were also told to avoid the kitchen due to the uneven floor, dust and hazards. They were also advised to buy drinking water as the kitchen was out of bounds.
- The situation left them in an impossible position. There were four adults and three children living in the property. It wasn't financially sustainable to eat out. But the kitchen couldn't be used. The costs quickly mounted up.
- Their home was unsafe, with nails protruding from skirting boards and floors.
- The carpets were irreparably soiled, both because of the contractors and Mrs S's health condition. The carpets had to be replaced due to heavy staining and odour. Cleaning it wouldn't have guaranteed the removal of bacteria. Highway had said at the time that it was happy to pay to replace the carpet.
- The contractors parked on the drive and expected Mr S and Mrs S to park elsewhere. This wasn't reasonable. When this was raised with the contractors, they responded with intimidation and threats. They told Highway and the contractors' manager was told not to contact Mr S and Mrs S.

- The kitchen installation was extremely poor. The kitchen was removed and reinstalled at significant additional cost.
- Mr S and Mrs S submitted a list to Highway of items damaged by concrete and dust. This was requested by a manager at Highway. But when that manager left, a new manager dismissed their concerns suggesting that everything could be cleaned. Mr S and Mrs S didn't understand how Highway could suggest things like coffee filters could be cleaned. They provided this Service with the list of damaged items.
- Highway's conduct was unprofessional and negligent and, at times, intimidating. Highway's actions caused significant distress, financial hardship and long term consequences for the family.
- Their insurance premium had increased significantly. If the first contractor had been professional, as second contractor wouldn't have had to redo the work. Highway then had to pay twice for the kitchen.

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 this complaint and for the reasons given in my provisional decision. As part of that, I've thought about the comments from Mr S and Mrs S. I've taken into account everything they had said, even if I don't comment on it here. I was also aware of a number of those issues when I made my provisional decision.

When I made my provisional decision, I explained that Highway hadn't provided all the claim notes. I also said I thought its explanations were unclear and didn't directly respond to the issues I raised. I didn't accept Highway's explanations. Instead I decided what I thought was fair and reasonable based on all the information available to me. This included taking into account Mrs S's health issues and vulnerability and the likely conditions in which the family were living. I also had the spreadsheet of items Mr S and Mrs S said were damaged by concrete dust, which was provided to me by Highway.

Based on the claim notes available to me, Mr S and Mrs S were paid a disturbance allowance, to cover issues like paying for food, in September 2024. If they didn't receive the payment, they should contact Highway about this. If Mr S and Mrs S remain concerned about the quality of their kitchen or their insurance premiums, they need to raise this with Highway, as it didn't form part of this complaint.

Mr S and Mrs S have said a manager at Highway said it would pay the full cost of replacing the soiled carpet. They have said they provided Highway with the receipt on this basis. If Mr S and Mrs S have evidence of the agreement with Highway about the carpet, they should provide it to Highway and it should pay the replacement cost for the soiled carpet. Otherwise, Highway should pay the £150 I previously said it should pay.

I'm aware this was a difficult and distressing time for Mr S and Mrs S and their family. Having thought about this again, I remain of the view that what I said in my provisional decision is a fair and reasonable outcome to this complaint.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that this complaint is upheld. I require Highway Insurance Company Limited to:

- Pay Mr S and Mrs S £150 as a cleaning cost for the carpet. However, if Mr S and Mrs S provide it with evidence that it previously agree to pay the full cost of the carpet replacement, it should pay that amount instead.
- Arrange to clean and restore each of the items listed as dust contaminated.
 - Where an item can't be cleaned to a satisfactory standard, it must replace it.
 - If Mr S and Mrs S have already replaced an item, it must pay the cost of the replacement item, subject to it being provided suitable evidence of this.
 - For food items, it should review the photos and pay the cost provided by Mr S and Mrs S for each item.
- Pay a total of £750 compensation, which includes the £350 it previously offered.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S and Mr S to accept or reject my decision before 17 October 2025.

Louise O'Sullivan
Ombudsman