

## **The complaint**

Mrs M and Mr M complain about Highway Insurance Company Limited's service in connection with a claim they made on their motor insurance policy.

Mrs M is the principal policy holder and Mr M is the named driver. But, as Mr M has taken the lead in dealing with the claim and complaint, for ease of reading I will generally only refer to him below.

## **What happened**

Mr M and Mrs M's campervan (the van) was damaged in December 2023. They claimed on their policy. They were unhappy with Highway's progress concerning the claim and complained (the original complaint). Highway responded to it on 29 May 2024. Mrs M and Mr M were dissatisfied with Highway's response and brought their complaint to the Financial Ombudsman Service.

Highway continued to request further information and evidence from Mr M. He said he'd already given it some of that evidence. He added that he was "appalled" by Highway's conduct.

Highway registered Mr M's concerns as a complaint on 7 August 2024. It sent its final response letter to Mr M's complaint on 27 September 2024 (this complaint). Amongst other things it said that it had requested a repair estimate from one of Mr M's chosen repairers on headed paper (but hadn't received that) and had been unable to speak with the repairer concerned. As a way forward, it suggested an engineer inspect Mr M's van and arrange a cash-in-lieu settlement.

Mr M remained dissatisfied with Highway's response and brought his complaint to the Financial Ombudsman Service in March 2025.

In the meantime one of my Ombudsman colleagues issued a final decision on the original complaint in January 2025. She partly upheld it. She noted that Highway hadn't acted as quickly as it might have done. She said it should pay Mrs M and Mr M £150 in compensation.

Mr M continued to raise concerns about Highway's handling of the claim. In May 2025 Highway sent another response to those concerns (the third complaint). It said it would pay him some further outstanding amounts. It also offered £200 compensation for the poor service it had provided since September 2024.

One of our Investigators looked into Mr M's concerns and Highway's actions up to and including its third complaint response. He said that Highway should pay for one additional item and also pay Mrs M and Mr M a further £100 in compensation. Mr M didn't agree with our Investigator's complaint assessment, so the matter was passed to me to decide.

## **Provisional decision**

On 8 October 2025 I issued a provisional decision. For ease of reference I've copied the relevant extracts below. I said:

"Which complaint am I considering?"

My Ombudsman colleague issued a final decision on the original complaint in January 2025. Mr M did not accept that decision. But that was our final involvement in that matter. So I do not intend to address any of the issues the Ombudsman considered as part of the original complaint.

The complaint Mr M brought to us in March 2025 concerned matters up to the point that Highway issued its final response letter of 27 September 2024. When our Investigator looked into things he also considered matters covered by Highway's further complaint response of May 2025. However, Mr M has confirmed that he has yet to raise his concerns in connection with those matters with this Service. And, if he and Mrs M decide they want to raise additional concerns, then they have until 8 November 2025 to do so.

That means that, as things stand, Mr M and Mrs M have not yet asked the Financial Ombudsman Service to consider the matters Highway addressed in its final response letter of 8 May 2025. So it's not appropriate for me to make findings on those issues here.

It follows that in this decision I will only be looking at the period between 29 May 2024 when Highway issued its original complaint response and September 2024 when it responded to this complaint. But I don't intend to refer to each and every event within that period. Instead I will focus on the key points at the heart of this complaint. That said I have occasionally referred to events outside of the period mentioned to provide additional context.

Highway's service

My Ombudsman colleague found in January 2025, that Highway had been slower than it should have been in progressing matters.

It terms of what happened afterwards (which is the focus of my decision) It did start to move matters forward after May 2024 but things didn't always go smoothly. For example Mr M had already submitted receipts for out of pocket expenses for work already done on the van and for a recovery agent's fees. These were things that were covered by his policy. So he likely had a reasonable expectation that Highway would reimburse those expenses promptly. But Highway delayed in doing so.

For example, the van was originally recovered in two stages which Mr M explained at the time. That is the recovery agent moved the van and placed it into safe storage overnight. The recovery agent then moved the van again to a garage to conduct immediate repairs to keep the van mobile. The recovery agent charged separate fees for each of those journeys, which Mr M paid. While Mr M submitted receipts for both of these events, Highway initially only paid for one of them and the second amount remained outstanding during the period of this complaint. This was despite Mr M chasing Highway on numerous occasions.

Similarly, I can see that Mr M had submitted evidence of paying for a windscreen/glass repair. While Highway said it had authorised repayment of that sum, as far as I'm aware it didn't actually reimburse Mrs M or Mr M for it during the period concerned.

Additionally, I can see that on occasion Highway either asked Mr M to submit evidence he'd already provided or otherwise wasn't clear about what it was asking for. For example, on 6 August 2024 it told Mr M it hadn't received one of the proofs of payment it had asked for.

But I don't think it was clear about what the proof of payment was for. It appeared that it was asking Mr M to submit proof of payment for work from a repairer which had, at that stage, only produced an estimate. So no work had been done and proof of payment would have been impossible to supply. I can understand that, given that this was around eight months after the original claim, and Mr M was awaiting for repairs to be authorised so the claim could move on, he found this frustrating.

That said I can't say that all of the ongoing delays were because of failures in Highway's service. For example I can see that Mr M obtained two repair estimates in June 2024. But,

*as far as I can tell, Highway didn't receive these until July 2024. So it couldn't have authorised further repairs until it had those estimates.*

*Highway did then look into whether it was appropriate to authorise the repairers to carry out that work. But it had concerns over one of the estimates as it wasn't provided on headed paper and appeared to come from a personal rather than business email address. So I can understand why Highway wanted to verify that it was a genuine estimate before authorising it. But, it was unsuccessful in getting hold of the repairer despite numerous attempts to do so. That said, it could, perhaps, have simply sent the repairer an email (Mr S had provided the email address) asking him to contact it. That might have moved matters on sooner. But, given the unusually informal nature of the estimate, I don't think it was unreasonable that Highway would want to verify the details before authorising it.*

*In the end, in response to Mr M's concerns, Highway suggested that one of its engineers inspect the van in order to authorise the repairs and settle matters on a cash-in-lieu basis. I think that was an appropriate response in the circumstances. But, as I've said above, I can understand Mr M's frustration with the delays and multiple requests for the same evidence before getting to that point.*

### Compensation

*Mr M's been clear that Highway's service failures have been a source of frustration and disappointment for him and Mrs M. To address the impact of that I'm satisfied that further compensation of £150 is warranted.*

*In response to our Investigator's complaint assessment Mr M has broken down compensation awards into an amount per month. But that's not how we go about awarding compensation. That is we don't assign a tariff or set sum per amount of delay. Also we don't award compensation simply because something has gone wrong, nor do we award compensation based on the number of things that have gone wrong over a period of time. Instead, we look at what a business should have done differently and consider the impact of any errors or omissions on the consumers involved.*

*Having done that in this case, while recognising that Highways actions have added to Mr and Mrs M's frustration, there were always likely to be some delays involved. That's because Mr M needed to submit appropriate repair estimates. And he didn't do that until July 2024. Highway then needed reasonable time to consider those estimates. I'll also add that Mr M and Mrs M themselves confirmed that this complaint was "accidental" in that they simply wanted the matter sorted out, rather than making a complaint.*

*However, I'm satisfied that Highway did make repeated errors, such as asking for evidence already provided. Then, having received that evidence it didn't always make payment promptly. Some of these things, in particular concerning requests for evidence, happened over a relatively short period at the beginning of August 2024. That said, I agree that Highways actions did cause disappointment and loss of expectation. So I think compensation of £150 is an appropriate award in the circumstances. That sum is in the range of awards we make in other cases of similar seriousness. And I'm satisfied it appropriately reflects the impact of Highway's shortcomings in this particular instance."*

Highway accepted my provisional decision. Mr and Mrs M didn't provide any further comment.

### **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.

As neither Highway nor Mr and Mrs M objected to my provisional decision I see no reason to change it.

**My final decision**

For the reasons set out above I uphold this complaint. I require Highway Insurance Company Limited to pay Mrs M and Mr M a further compensation payment of £150. This is on top of any other compensation it has already paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mrs M to accept or reject my decision before 20 November 2025.

Joe Scott  
**Ombudsman**