

The complaint

Mr D has complained about Highway Insurance Company Limited's decision to meet only part of his claim following a Trace and Access (T&A) claim and escape of water claim under his home insurance policy.

Mr D shares his policy with Ms H. As Mr D is the lead complainant, I will refer to him on behalf of both policyholders in my decision.

All reference to the insurer Highway in my decision includes agents acting on its behalf when handling the claim.

What happened

In November 2024 Mr D reported water damage to their kitchen coming from the bathroom above. Mr D had isolated a valve before arranging for the leak to be traced and accessed. Mr D said they had access to another bathroom in the meantime.

Highway instructed a Surveyor to visit Mr D's property. Highway accepted the claim. As Mr D wanted to use his preferred contractors for the reinstatement works, Highway settled his claim by paying a cash settlement.

Mr D complained to Highway. He said the cash settlement didn't include all of the reinstatement costs for the bathroom. Mr D disputed what he had been told about the Trace and Access (T&A) part of his claim. Mr D said Highway told him he could instruct his preferred contractor to T&A through the bathroom floor down, rather than from the kitchen ceiling up. Mr D said they had recently renovated the kitchen and ceiling and wanted to limit the damage by obtaining access to trace the leak through the bathroom floor instead.

Mr D complained that Highway's agent caused undue delay when settling his cash settlement.

Highway and its agent said it didn't give Mr D approval for his preferred contractor to T&A via the bathroom floor. It said as the kitchen ceiling was already damaged, this would have been the least disruptive way to T&A the cause of the leak. Highway didn't agree there had been a delay in settling the claim.

Mr D remained unhappy and asked us to look at his complaint. One of our Investigators asked Highway to provide recordings of the key calls, but Highway said it no longer has them. So the Investigator relied on the remaining available evidence. In doing so, she found that Highway had acted reasonably. So she didn't recommend the complaint should be upheld.

Mr D disagrees. I've addressed his comments in my findings below.

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.

When there is a dispute between parties about what was discussed, and evidence such as a recording of the discussion isn't available, we rely on the remaining information. In this case, this is the system notes recorded by Highway, the Surveyor report and photos provided by them, and Mr D's account.

The Surveyor's report says the following:

"No damage detected in the bathroom upstairs. I advised the customer that his plumber should carry out T&A works through the water damaged ceiling downstairs as the bathroom has been unaffected by the eow (Escape Of Water)."

Mr D disputes this. He says the Surveyor advised him to contact Highway directly to ask if he could access via the bathroom floor instead. Mr D says he called Highway following the Surveyor's visit and was told he could instruct his preferred contractor to T&A the leak via the bathroom floor rather than the kitchen ceiling, as long as he took photos.

When Mr D complained to Highway, its notes show that on 17 February 2025 an agent listened to the key call. Their notes on the same date record the following:

"We never confirmed with PH to do T&A in the way in which he did — I have listened to the call and (internal business initials inserted here) said this should all be validated by (Surveyor appointed by Highway). PH never spoke to anyone from (Highway) or (Surveyor) advising him to do this.

(Surveyor) said they wanted PH to go through the already damaged kitchen ceiling as this would be more cost effective.

PH had already carried out his own T&A by the time (Surveyor) informed us that PH wanted to go through the bathroom floor rather than the kitchen ceiling."

Highway's notes show that the agent called the Surveyor in February 2025 who reiterated what they wrote in their report as to what was discussed between him and Mr D.

I understand Mr D is unhappy that Highway no longer has a recording of the key call. However, based on the remaining evidence I cannot safely conclude that Mr D was advised by Highway to carry out T&A as he wanted to. In the absence of a recording, I find the notes taken by an agent on review of the call, along with the consistency in the information provided by the Surveyor, to carry more weight. So on the balance of probabilities I don't find it likely that Mr D was advised that T&A works could go through the undamaged bathroom floor, rather than the already damaged kitchen ceiling.

Mr D's preferred contractor's report shows that the leak was accessed via a small hatch in the bathroom floor and a temporary fix was carried out. Mr D's claim for bathroom repairs comes to over £2,000 and includes the removal of the entire floor and sanitaryware, with reinstatement works.

As the Investigator set out in her view, T&A cover is limited to the cost of; *"removing and replacing any part of the buildings to find the source of any water or oil escaping from tanks, pipes, equipment or fixed heating system in the buildings"*

This means cover is limited to the areas necessarily disturbed when locating and repairing the leak itself. So the policy doesn't provide cover for works included in Mr D's preferred contractor's quote which goes beyond reinstating the small area that was disturbed.

Mr D says accessing the leak via the bathroom floor was less disruptive and cheaper than having to go through the kitchen ceiling. He says if access had been done via the kitchen ceiling, the repair and reinstatement works would have been much higher along with the need for alternative accommodation.

I cannot speculate as to what the repair and reinstatement works might have been. I can only look at what happened, the available evidence and whether Highway in its role as the insurer acted reasonably.

Highway paid Mr D £500 for the T&A works. After the Investigator issued her view, Highway said it should not have paid this sum as the damage was caused to an area not approved by Highway. It says the leak should have been accessed via the kitchen ceiling. It says it is investigating how this happened.

As Highway already paid this settlement as part of the claim, I don't have any further comment to make on it.

Mr D says Highway caused delays in settling his claim. He says he had to provide further information which led to the cash settlement being increased twice.

I agree that the cash settlement was updated twice to take into account works not previously considered by the Surveyor. However, I don't find that there was an unreasonable delay or that Mr D incurred a financial loss in the way or the time it took for Highway to settle his claim. There was a period of around a month between the initial scope of works (one month after the loss) and the final agreed cash settlement payment.

Mr D says he is unhappy that Highway no longer offered him a home insurance policy. I can't see that this was part of Mr D's complaint to Highway, which it replied to in April 2025. So it isn't something this service can look at before Mr D raises his concern with Highway first. If Mr D complains and is unhappy with Highway's response, he can bring a new complaint to us.

My final decision

I'm sorry to disappoint Mr D. But for the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D and Ms H to accept or reject my decision before 14 April 2026.

Geraldine Newbold
Ombudsman