

The complaint

Mr M complains that Highway Insurance Company Limited (“Highway”) declined his claim for fire damage to his chimney, under his home buildings insurance policy.

Mr M has a third party representing him in his complaint. I’ll refer to Mr M in my decision for ease.

What happened

In September 2023 Mr M observed damage to his chimney. He contacted Highway to make a claim under his insurance policy. He obtained a flue inspection report and repair estimate. Mr M says Highway sent a surveyor to inspect the damage. He requested evidence to show the last time the flue was cleaned. Mr M says a receipt for this was provided from January 2023. He says another surveyor visited his home in November 2023. Photos of the chimney stack were taken externally. Mr M says Highway then declined his claim. He didn’t think this was fair and complained.

In its final complaint response Highway says that having reviewed its surveyor’s report the damage is of a gradual nature, not the result of a singular one-off event. It says Mr M’s policy doesn’t cover him for gradual deterioration or wear and tear. Highway maintained its decision to decline his claim.

Mr M didn’t accept Highway’s decision and referred the matter to our service. Our investigator didn’t uphold his complaint. He says the inspection report and photos supported Highway’s view that the damage was the result of a gradual cause, which is excluded under its policy terms and conditions.

Mr M disagreed with this outcome and asked for an ombudsman to consider his complaint.

It has been passed to me to decide.

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 upholding Mr M’s complaint. I’m sorry to disappoint him but I’ll explain why I think my decision is fair.

It’s for the policyholder to show that they’ve suffered an insured loss, fire, flood etc. If they can then, generally speaking, the insurer should pay the claim. This is unless it can reasonably rely on a policy exclusion not to.

Mr M’s policy includes damage caused by fire and smoke. So, on the face of it a fire claim would be covered.

I’ve read the report Mr M obtained from a company that specialises in chimney linings. This

says the external chimney stack is in very poor condition following the chimney fire and requires rebuilding. It says the flue was found to be cracked at the base. It was free from soot, which the report says is indicative of a recent chimney fire. The report notes that "turf" is being burnt that can lead to a build-up of tar in the flue, which can result in a significant chimney fire. The report says the flue should be relined and the chimney stack taken down and rebuilt.

I've read the report Highway provided from its inspection on 22 November 2023. This says there are two cracks in the chimney render. It says the pots have deteriorated and the flaunching is cracked. The report says there have been multiple patch repairs to this area in the past indicating that this has been ongoing for some time. It says this will be allowing water ingress into the property.

The report includes photos that show the deteriorated state of the chimney stack. These support Highways assertion that the damage occurred gradually over time. I can also see evidence of patch repairs as mentioned by the surveyor. This indicates the deteriorated state of the chimney stack, flaunching, and the chimney pot has been ongoing for some time.

Highway has supplied an email it received in March 2024 from the surveying company it originally instructed. This was in response to Mr M's complaint and the report he'd supplied from the flue specialist. The email says there was no internal damage for its surveyor to assess having been shown into the kitchen where the stove was located. It reiterates the surveyor's report that the chimney stack and pot are severely worn. It says the cracks in the render are more consistent with water ingress and age-related deterioration, as opposed to a one-off fire event. The email also states that there is no evidence of a neighbour or family member having observed a fire.

Having considered the evidence carefully, I'm more persuaded by Highways view that there is no one-off singular cause of the damage Mr M reported. The evidence supports this to be more indicative of an ongoing gradual cause. I say this because the extensive cracking to the chimney stack render can be seen in a street view photo available online, which was taken in October 2021. This was roughly two years prior to Mr M noticing an issue. In addition, the photos taken by Highway's surveyor show a very deteriorated chimney stack, flaunching and chimney pot that have been patch repaired over time. Again, this is indicative of an ongoing issue with gradual deterioration.

The response from Highway's surveyor in March 2024 states there was no damage internally at the time of the inspection. I note what Mr M says about the first surveyor who visited. He says the first surveyor told him the damage was consistent with a fire and that there was smoke damage in the kitchen and adjacent hallway. I asked Highway to comment on this point. It responded to say that the first surveyor hadn't provided a report and had taken personal leave. It supplied log notes that show the second surveyor was appointed because a report was required. The first surveyor wasn't available to provide this so that Mr M's claim could progress.

I don't dispute Mr M's recollection of what the first surveyor told him. But equally, I have no evidence to support his findings. Whereas I've seen a detailed account from the second surveyor's visit, which I think is persuasive to support an ongoing gradual cause.

Mr M's policy terms say that gradual events are excluded from cover. It defines this as, "*Any loss, damage or liability arising from wear and tear that you know is happening gradually over time*".

I think Highway has reasonably shown that the damage has occurred gradually due to wear and tear over time. There are large cracks in the render on the side of the chimney stack that

are visible from the road. These date back to at least October 2021. In addition, multiple repairs have been carried out over time. So, I think Mr M should reasonably have been aware of this damage.

In summary I don't think Highway treated Mr M unfairly when it relied on its policy terms to decline his claim for the reasons it gave. So, I can't reasonably ask it to do anymore.

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 Mr M to accept or reject my decision before 28 March 2025.

Mike Waldron
Ombudsman