

## The complaint

Mr K has complained about Highway Insurance Company Limited. He isn't happy that it declined part of his claim under his home insurance policy.

For ease of reading any reference to Highway includes its agents.

## What happened

Mr K made a claim under his home insurance policy after a flood at his property. When Highway looked into his claim he had a number of issues with the way it dealt with his claim. But this complaint centred around the refusal to pay for the parts of his motorbike/scooter which had been dismantled that were damaged by the flood. Highway said the parts weren't covered as the policy doesn't cover vehicles and these parts would be classed as part of a vehicle. So Mr K complained to Highway and then this Service.

Our investigator looked into things for Mr K, but she didn't uphold his complaint. Although she sympathised with Mr K's position she didn't think it had done anything wrong as the policy didn't cover the motorbike parts so she couldn't ask Highway to pay this part of the claim.

As Mr K didn't agree the matter has been passed to me for review.

## 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.

I understand Mr K has other complaints in relation to the handling of this claim. But they won't be considered as part of this complaint which relates solely to the decline of the claim for his motorbike parts that were damaged.

Turning to Mr K's complaint about the water damaged motorbike or scooter parts I have a fair degree of sympathy for the position he has found himself and he simply wants payment for the motorbike parts that were damaged in his garage by the flood. While I can understand this I can't ask Highway to step outside the policy terms and conditions when considering the claim. And I know this will come as a disappointment to Mr K, but I'm not upholding his complaint. I'll explain why.

I know Mr K doesn't like the description Highway have used in turning down this part of his claim as he doesn't believe that the parts can be described as part of a vehicle when they were separate as the scooter had been dismantled. Mr K feels that the scooter '*...has been fully disassembled and is therefore not a vehicle until it is reassembled*'.

However, the policy gives a clear description of what a vehicle is defined as under the policy and is excluded. It says, '*Vehicles and other means of transport that are mechanically propelled or assisted, whether licensed for road use or not, or their parts or accessories...*'. So, although Mr K doesn't believe the motorbike parts should be classified as such, but the

policy is clear about this. And as it was Highway's intention not to provide cover for vehicles, including *'their parts or accessories'*, I can't say it has done anything wrong here.

It might be that Mr K presumed the policy would provide cover, but it is clear it doesn't. And the onus is on a consumer to ensure that the cover provided by the insurer is sufficient for their needs.

Given all of this, and despite my natural sympathy for Mr K, I don't think Highway has done anything wrong here in declining this part of the claim in line with the policy terms and conditions. And I won't be asking it to change its position.

### **My final decision**

It follows, for the reasons given above, that I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 16 January 2024.

Colin Keegan  
**Ombudsman**