

## **The complaint**

Mr and Mrs A's complaint is about a declined claim and poor customer service from AWP P&C SA (AWP) under their home emergency insurance policy.

Reference to AWP includes its agents.

## **What happened**

Mr and Mrs A hold a home emergency policy with AWP that covers them for repairs to their boiler. They contacted AWP in June 2020 as they had no hot water or heating. The engineer who attended said there was a problem with the heat exchanger and he'd order the part. An engineer returned two days later and identified further problems that needed repairing. AWP also say the engineer advised Mr and Mrs A in this visit that the combustion chamber needed cleaning and the ignition electrodes needed replacing. It also said the system needed a power flush as the new part would fail otherwise. An engineer returned at the end of June to replace the heat exchanger, pressure sensor and pressure gauge.

Mr and Mrs A contacted AWP again in late August 2020. They said they didn't have any hot water or heating. They continued to chase AWP over the next few weeks but it didn't send an engineer until the end of September 2020. The engineer said the boiler needed a new heat exchanger and would return once the repair had been approved. About two weeks later AWP told Mr and Mrs A it wouldn't do any further work on their system because they hadn't completed the work its engineer had recommended in June 2020.

Mr and Mrs A complained to AWP about the service they'd received. They said no one had told them about any recommendations for cleaning their boiler. And even if they had, they questioned why AWP hadn't told them sooner it wouldn't do any further work.

By mid-October, the temperature was falling and Mr and Mrs A paid a private engineer to repair their boiler. They say the private engineer didn't think the boiler needed cleaning and said the problem was that the heat exchanger had been fitted incorrectly so it had broken again. Mr and Mrs A also said there was a ruptured expansion vessel that AWP hadn't identified. They paid about £650 for the repairs.

In response to the complaint, AWP said the poor communication Mr and Mrs A had experienced was completely unacceptable. It gave Mr and Mrs A £75 as a gesture of goodwill and to apologise.

Our investigator didn't think AWP needed to do anything more. She said Mr and Mrs A's policy didn't cover maintenance work. She said AWP made them aware of the work that needed doing and while she recognised they didn't agree with that, she thought it more likely than not that the engineer had made them aware of the work that needed to be done. As such, she thought the offer of £75 was a fair amount and she wouldn't ask AWP to do anything further.

As Mr and Mrs A remained unhappy, the complaint was passed to me to make a final decision. I didn't agree with the investigator's findings. So, I sent a provisional decision to

Mr and Mrs A and AWP to explain why I intended to come to a different outcome to the investigator. AWP didn't respond. Mr and Mrs A provided evidence of the costs they'd incurred and accepted my decision. As such, my findings and decision below are substantially the same as set out in my provisional decision.

### **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.

Where evidence is incomplete, inconsistent or contradictory (as some of it is in this complaint), I reach my decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available evidence and wider circumstances.

Mr and Mrs A's home emergency policy says AWP is entitled to refuse to help if the policy holder's home or services have not been maintained in a safe or serviceable condition. It also says the insurance policy isn't a maintenance contract and one of the exclusions notes that the policy doesn't cover any wilful act, or something the policy holder fails to do that causes an emergency.

So, I think it's reasonable for AWP to refuse to help a policy holder if they failed to do something it had specifically asked them to do that had then caused an emergency. But, in that situation, I think it would only be fair for AWP to refuse to help if it made it very clear to the policy holder what needed to be done and what the consequence would be if they didn't do it. In this case, and from the evidence I've seen, I don't think AWP did either of those two things.

The disputed conversation happened during the second visit by an AWP engineer in June 2020. The relevant note from the engineer says:

*Work Completed: "Domestic hot water supply is intermittent due to a faulty plate heat exchanger. The pressure Gauge was observed to be fluctuating from zero pressure to all over but the boiler is still firing, the pressure sensor seems to be faulty as well. We need to replace the dhw sensor, plate heat exchanger and the pressure sensor. The condensate trap was cleaned and found to be really dirty, it was full of residue coming out of the combustion chamber. Ph has advised that the combustion chamber is in need of cleaning and the ignition electrodes will also need replacing in future."*

There was also a further note on that visit that reads as follows:

*Further recommendations by trade – "The condensate trap was cleaned and found to be really dirty, it was full of residue coming out of the combustion chamber. The combustion chamber is in need of cleaning and the ignition electrodes will also need replacing in future. Trade advised that it needs a new plate as it is completely blocked with sludge and needs a power flush. If the part is replaced it will fail soon."*

The wording of the first note is unclear and reads as though the policy holder (ph) advised the engineer that the boiler needed cleaning. I assume this is a typo and "Ph has advised" should have been "Ph was advised". So, giving AWP the benefit of doubt, the engineer says he advised Mr and Mrs A that the combustion chamber was in need of cleaning and the ignition electrodes would also need replacing in future. I don't think that's very specific. It's ambiguous about when the work needs to be done and by whom. And most importantly, there's nothing to say what might happen if they didn't do the work.

The further note by “trade” does say what would happen if the part is replaced without a powerflush. But there’s no indication in the records I’ve seen that the further note was ever relayed to Mr and Mrs A. And, even if it was, there’s no indication again that Mr and Mrs A were told what might happen if they failed to do this work.

AWP then sent an engineer to Mr and Mrs A’s property again five days later, towards the end of June 2020. The note of that visit says the engineer “Replaced plate heat exchanger, dhw sensor, pressure Gauge”. There’s no mention of a need to replace the ignition electrodes or clean the combustion chamber. And if the engineer thought that necessary, I’d expect him to repeat that message at that point.

Mr and Mrs A are adamant they weren’t told that they were responsible for carrying out further work on their boiler. Mr A says he’s 100% sure the engineer didn’t tell him what AWP allege was said. So, the evidence is conflicting and I can’t say for sure what was said when the engineers attended in June 2020. But, on balance and based on the evidence that is available, I don’t think AWP made it sufficiently clear to Mr and Mrs A what they needed to do or what would happen if they failed to do that.

Mr and Mrs A are also unhappy that AWP didn’t tell them sooner why it had decided not to do any further work on their boiler. When they contacted AWP in late August 2020, the response was slow. AWP’s file notes from September 2020 show that it believed the further work recommended from a previous claim hadn’t been done and that further work now would be “unusual”. But even after the engineer visited in late September, it wasn’t until two weeks afterwards that AWP told Mr and Mrs A that it wasn’t going to do any further work on their boiler because they hadn’t completed the further work it had recommended in June 2020. In between times, Mr and Mrs A made numerous calls to find out what was happening and all the while, their family were without hot water and heating.

So, in summary, I don’t think AWP acted fairly or reasonably in refusing to do any further work on Mr and Mrs A’s boiler. On balance, and based on the evidence I’ve seen, I think that was unfair and unjustified. The impact on Mr and Mrs A was that they were without hot water and heating for longer than was necessary. And that was compounded by poor communication from AWP. It failed to keep them up to date with what was going on and it took them about six weeks to notify them that it wouldn’t be doing any further work on their boiler. This caused further trouble and upset.

### **Putting things right**

AWP acknowledged its communication was unacceptable and it offered to pay Mr and Mrs A £75 by way of an apology. But I think it needs to do more to put things right.

After AWP refused to do any further work on Mr and Mrs A’s boiler, they decided to pay a private engineer to do the repairs. I think that was a reasonable thing to do in the circumstances. They’d complained to AWP but hadn’t received a response. They’d also been without heating or hot water for a long period of time and the weather was starting to get colder. The private engineer assessed the situation and repaired the boiler, charging about £650 for his services. Mr and Mrs A have provided invoices as evidence of the payments they made to the private engineer. This is work AWP would have been able to do had it decided to attend. And, as I think the decision not to attend was unfair, I think it would be fair and reasonable for AWP to reimburse Mr and Mrs A for the cost of repairing their boiler.

I also think AWP should compensate Mr and Mrs A for the trouble and upset its caused. Not only for the decision to stop doing any further work on their boiler, but also for the delay in telling them why it wasn’t going to attend. This poor service was compounded by the poor

communication throughout the claim. This needlessly put Mr and Mrs A and their family in a difficult situation and I think a fair and reasonable way of resolving this complaint would be for AWP to pay Mr and Mrs A £500 for the impact caused by its poor service. Mr and Mrs A have confirmed they never accepted or received the £75 offered by AWP so I've not taken that amount into account.

### **My final decision**

For the reasons I've given above, I uphold Mr and Mrs A's complaint and direct AWP P&C SA to pay Mr and Mrs A the following:

- £650 to reimburse them for the cost of repairing their boiler. Plus 8% simple interest from the date they paid the private engineer to the date it makes payment<sup>1</sup>.
- £500 for the trouble and upset caused by its poor service.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs A to accept or reject my decision before 7 September 2021.

Richard Walker  
**Ombudsman**

---

<sup>1</sup> If AWP P&C SA considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Mr and Mrs A how much it's taken off. It should also give Mr and Mrs A a certificate showing this if they ask for one, so they can reclaim the tax from HM Revenue & Customs if appropriate.