

The complaint

Mr P complains about the poor repairs and service he experienced, following a claim under his home emergency policy with AWP P&C SA (AWP).

What happened

Mr P boiler broke down and he contacted AWP. It accepted the claim and sent an engineer who carried out an initial inspection. He found that both a pump motor and pressure relief valve (PRV) needed to be replaced. A leak was found that led to the expansion vessel to fail.

The engineer later returned and replaced the pump but not the PRV. He was unable to get the boiler working due to an electrical fault and advised that an electrical engineer was required. There was still a leak coming from the overflow pipe which wasn't fixed.

Mr P noticed water stains as a of the leak. The leak wasn't stopped until a few days later by which time, Mr P said that several of his possessions became damaged.

AWP sent another engineer to carry out the electrical repairs on the boiler, but he was unsuccessful in restoring power to the boiler. A few faults were noted such as the filling loop being partially open which caused a build-up of pressure. The auto air vent, expansion vessel and PRV were not working. So, AWP sent another engineer.

He noted that the motor pump had been incorrectly wired and this had caused the electrical issue which in turn caused a leak. This engineer didn't get the boiler to completely work and another engineer was sent. That engineer deemed the boiler beyond economical repair (BER).

Mr P said that he had been without heating, hot and cold water for several days. He had to purchase alternative heating costing £91.46 to keep his family warm and ultimately had to buy a new boiler.

He said that AWP were responsible for causing additional damage to his boiler, due to the poor workmanship it carried out. So, he raised a complaint to AWP to recover his costs of the supply and install of the new boiler, a smart thermostat and an additional radiator, the total cost of which was £3,750. He also wanted AWP to pay for the damage caused to his property and possessions.

Following some delay, AWP accepted that aspects of its customer service was poor. It said that it was unable to cover the cost of the replacement boiler, the damage to the property and his possessions, as these weren't covered under the policy. It offered to reimburse Mr P's additional heater that he had to buy as well as offering £450 compensation for the trouble and upset caused.

Mr P accepted the offer but only as an initial payment of what he wanted AWP to pay. But to date, AWP has not paid this. Consequently, Mr P referred a complaint to our service.

One of our investigators considered the complaint and thought it should be upheld. His view was that Mr P had upgraded to an enhanced boiler and smart thermostat that wasn't a like for like replacement, so he assessed that a like for like replacement would've cost around £1,500. He recommended that AWP pay £1,500 towards the cost of the boiler. An increased compensation award of £600 for the trouble and upset caused, as well as £300 for the damage to Mr P's property.

AWP didn't respond to the view. Mr P did. He said that a like for like replacement boiler would've cost him around £2,500 and that the £300 for the damage to his property wasn't enough, due to the level of damage. So, he asked for a decision from an ombudsman.

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 uphold this complaint, for the following reasons:

- AWP was asked to provide its response to our investigator's view and any further evidence, but no response has been received. Mr P has provided a consistent account of the events that happened. In this case, despite the lack of response from AWP, I find I can decide on this complaint and I think it fair that Mr P has a resolution to the issues he raised, despite the lack of engagement from AWP.
- AWP appear to have accepted that its customer service fell well below the standard that it would've liked. Although, having reviewed the final response, this appears to provide little detail on the specific areas of customer service that AWP was unsuccessful in.
- However, I'm satisfied that AWP caused damage to Mr P's boiler and in turn the leak that happened caused damage to his ceiling and property. I agree with our investigator that the boiler and heating system that Mr P installed (once his boiler had been deemed BER) was a significant upgraded system.
- Taking all this information into consideration, I think that it would be unfair for AWP to reimburse the full cost of the new boiler for two main reasons. Firstly, the boiler was in excess of 10 years old and it's likely that it would need to be changed. Secondly, I have researched the costs of purchasing and installing a system boiler (which would've been a like for like boiler replacement for Mr P's old boiler) and it costs £2,000. Mr P also provided evidence of the cost of a new boiler excluding fitting of £1,050. So, I think it's fair that AWP reimburse £2,000 towards the cost of the new boiler Mr P installed.
- I'm satisfied that the damage caused to the ceiling and property were as a result of the leak from the boiler. Mr P has provided quotations and costings to replace the affected ceiling and possessions. Given that AWP accepted its poor service, I think it's fair that it pays for the costs to repair the ceiling and the damage property of £1,388.96.
- AWP has already agreed to refund Mr P the cost of the extra heater that he purchased of £91.46, that Mr P said he hasn't yet received.

- AWP were invited to provide comments about the proposed resolution, but no response was received.

Finally, given the poor level of service that Mr P experienced, I agree with our investigator that AWP ought to pay compensation of £600 for the distress and inconvenience caused.

Putting things right

I direct AWP P & C SA to put things right as I set out below.

My final decision

My final decision is that I uphold Mr P's complaint.

To put matters right, AWP P&C SA ought to pay:

£2,000 towards the cost of Mr P's replacement boiler

£1,388.96 towards the cost of repairs to his ceiling and property.

£600 compensation for the distress and inconvenience caused.

£91.46 for the cost of the temporary heater.

AWP P&C SA must pay the above amounts within 28 days of the date on which we tell it Mr P accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 10 December 2021.

Ayisha Savage
Ombudsman