

The complaint

Mr P complains about the way that AWP Assistance UK Ltd dealt with his home emergency claim for boiler breakdown.

What happened

On 10 January 2021 Mr P contacted AWP as his boiler had broken down leaving him and his family without heating or hot water. He was initially told the engineer would attend on 12 January but he persuaded the engineer to come on 11 January as his wife was ill and his son studying for exams. The engineer who attended said there was a small leak and that parts needed to be ordered to fix the boiler. The leak would be repaired at the same time. Mr P then called the engineer and AWP twice a day until 15 January to check for progress. On 16 January he was told the repair was approved. He was told on 18 January an engineer would call the next day. Mr P rang that day to query why he hadn't been sent a text about the engineer coming and was told that the engineer had got to Mr P's home but drove off without advising Mr P as he didn't have the right parts.

An appointment was scheduled for 21 January but again this was cancelled for lack of the parts needed. Mr P reported that the leak had spread, causing damage to the thermostat and to his daughter's bedroom.

AWP arranged for an engineer from the boiler manufacturer to attend on 25 January. He drained the water supply, reset the boiler and fixed the leak. This fixed the boiler, showing the parts weren't needed. Essentially the problem had been misdiagnosed by the first engineer. Unfortunately due to the damage to the thermostat the boiler still couldn't supply heating and hot water. Mr P advised AWP who told him its engineer (who had been booked to attend with the other engineer) would bring a new thermostat with him. But he didn't have the part when he arrived.

Mr P's heating was fixed temporarily on 26 January and finally fixed permanently on 27 January 2021.

Mr P complained that he was left without heating or hot water when his wife was ill and his son studying. He had had to borrow heaters from a neighbour (though AWP did offer to fund the cost of two small heaters) and had to rely on a gas fire in his front room. He pointed out that his electricity bill for January was very high because of this. He also said that because the leak damaged his daughter's bedroom he had had to make a claim on his home insurance, paying a £250 excess. AWP apologised for the poor customer service and offered compensation of £40. Mr P's home insurer wrote to AWP seeking to recover its outlay and the excess.

Our investigator thought that Mr P should be paid £250 compensation and that AWP should pay the electricity bill for January 2021. She didn't recommend that AWP pay the excess but asked it if it would consider this. AWP agreed the compensation but has given us no information about the excess, despite us asking on several occasions. I asked the investigator to advise AWP that I would be directing that it pay the excess. It hasn't responded.

The matter has been passed to me for further consideration.

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 think Mr P was given a poor service by AWP and its various engineers both in respect of the diagnosis of the fault and in its customer service to Mr P over the course of 17 days. If the engineers were waiting for parts to be supplied then they couldn't be faulted if they couldn't complete the repair. But by not attending, or attending and driving away without advising Mr P this caused him more unnecessary inconvenience and frustration in having to chase up.

On top of that it appears that the fault with the boiler was misdiagnosed and all that was needed was to drain the system and fix the water leak. This could have been done on the first appointment saving Mr P and his family the great inconvenience of being without heating or hot water for 17 days during the winter. I understand they had electric heaters and a gas fire but they were no substitute for the heating system being fully functional.

The fact that the boiler had an unrepaired leak for the 17 days caused further problems – the thermostat broke and Mr P's daughter's bedroom was affected by the water coming in. He had to claim on his home insurance and pay £250 excess. I don't think that the damage would have occurred but for the misdiagnosis of the problem with the boiler in the first place.

I think AWP should pay Mr P £250 compensation. In addition to this it should pay his electricity bill for the month of January 2021. I understand that the details of the bill have already been given to AWP. However I won't award interest on it, as Mr P would have had to pay for electricity used that month in any event.

As for the excess, as I've said AWP hasn't given us the information about this. I'm aware that Mr P's home insurer wrote to it in March 2021 seeking to recover its outlay and Mr P's excess. Mr P hasn't to date had that excess returned. I think it's fair that AWP refund the excess and add interest from the date it was paid by Mr P until it reimburses him.

Putting things right

AWP should pay Mr P £250 compensation.

It should further pay his electricity bill for the month of January 2021.

It should also pay Mr P £250 representing the excess he had to pay for his home insurance claim. It should add 8% per year simple interest from the date Mr P paid that sum, until reimbursement.

AWP Assistance UK Ltd is required by HM Revenue and Customs to deduct tax from any interest paid. Should Mr P request it, it should provide him with a certificate showing how much tax has been taken off so that, if appropriate, he can reclaim it.

My final decision

I uphold the complaint and require AWP Assistance UK Ltd to provide the remedy set out under "Putting things right" above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or

reject my decision before 13 December 2021.

Ray Lawley
Ombudsman