

## **The complaint**

Mrs F complains about AWP P&C SA's handling of her claim about rainwater entering through her roof, under her home emergency policy.

## **What happened**

In October 2020 Mrs F contacted AWP to make a claim for damage to her home following a period of heavy rain. She says an appointment was arranged for someone to attend two days later between 12pm and 10pm. She says no-one turned up and she received no contact to explain why. The following day Mrs F received a phone call to say someone would attend that day. But later that afternoon was told they couldn't make it.

Mrs F says that the next day, four days after she had made her claim, she received a visit from an engineer. She showed him the damage to her back bedroom. The engineer wanted access to the loft. Mrs F says this had been converted to a bedroom and was sealed off, so the damage couldn't be observed. She says the engineer looked at the roof and said he couldn't see anything that would cause the damage, there were just a few broken tiles.

Mrs F subsequently asked a local roofer for an opinion on the condition of her roof, as the damage was getting worse. She was told she needed a new roof. Mrs F says this opinion was shared by another roofer who also provided a quote. Mrs F says she was hoping her insurer would patch repair the roof for the winter, so she had time to save up. She complained to AWP in October 2020 and received confirmation she could refer to our service in November, although it hadn't completed its investigation.

AWP sent Mrs F its final response to her complaint in February 2021. It says the first engineer that was supposed to attend couldn't because another job took longer than expected. It acknowledges Mrs F wasn't told about this. AWP provided a similar explanation for the next missed appointment. When the engineer did attend it says there was no loft access so the source of the damage couldn't be identified.

AWP says it's unacceptable that Mrs F was left without any update for several days. It acknowledges that it should have monitored the situation more closely. Once its engineer left it says it should've updated Mrs F on the next best course of action. It says the company that supplies the engineers it uses was difficult to get hold of and didn't provide updates. It says feedback has been given and offered its apologies and £100 compensation to Mrs F.

Mrs F rejected AWP's offer, she thought it should contribute toward the cost of a new roof and asked for our service to consider her complaint. One of our investigator's looked into the matter. She upheld Mrs F's complaint. She says Mrs F's policy is intended to provide an emergency response not to provide a permanent repair such as a new roof. She didn't agree that AWP should pay toward this. But she did think the standard of service had been poor as Mrs F was kept waiting for several days with no communication.

Our investigator thought AWP had caused Mrs F distress as she was worried about being left with a damaged roof over the winter months. She was left unsure how best to proceed given AWP's poor communication. This meant she had to sort the problem out herself by

contacting local roofing contractors to have the work carried out.

Our investigator says AWP should've followed up on its engineer's note that stated a quote for a new roof was needed. She thought Mrs F was left abandoned by AWP at a time of year where delays could result in further damage. She felt £300 was a fairer compensation payment.

AWP didn't respond, so the complaint has been passed to me to consider.

### **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 have decided to uphold Mrs F's complaint. Let me explain.

I have read the policy terms and conditions to understand what was expected from AWP in these circumstances. The policy is intended to provide "*rapid, expert help*" in the event that Mrs F experiences an emergency that arises from an incident covered by the policy.

An emergency is described as, "*A sudden and unforeseen domestic situation which, if not dealt with quickly, will: damage, or cause further damage to your home or its contents.*"

And:

*"What is covered: Roofing:*

*Damage to the roof of your home making it no longer watertight."*

Mrs F reported water ingress through her roof following a period of heavy rain. Based on the policy terms, AWP was required to arrange for an approved tradesperson to visit her home and deal with the emergency. The terms don't state how long it should take for a tradesperson to attend. In this case it took around four days for a visit to take place.

I have thought about whether the time it took AWP to send a tradesperson was reasonable. I don't think it was. The terms say a rapid response will be provided where there is the potential for further damage to be caused. A leaking roof is something that needs urgent attention to prevent further damage. AWP took around four days to send its engineer, which is a long time in these circumstances and clearly caused Mrs F to worry.

AWP provided its notes from the engineer's visit. The notes say:

*"Got to site and the whole roof needs replacing, there was no access to the inside. Slates were old and a bit loose. This roof has already had quite a few repairs already. The customer said she would like a quote for a new roof."*

I asked AWP if it could provide more information about its engineer's visit. Specifically, around Mrs F's view that a patch repair could've been carried out so her roof could be made watertight prior to her arranging a full replacement.

AWP didn't respond to this point.

There is a limit to the cover provided by Mrs F's policy – this is set at £1,000 for a call out, labour, material costs and any overnight accommodation needs. The policy is intended to resolve an emergency, which can be a temporary repair up to the cover limit stated. In considering this I don't think it's unreasonable that AWP wouldn't pay for the cost of a new

roof. Mrs F doesn't say what this cost. But I think it's reasonable to expect this to be far in excess of the £1,000 policy limit.

That said, AWP hasn't clearly explained why it didn't carry out a temporary repair to deal with the immediate emergency. I have thought about the impact on Mrs F caused by the delay in sending an engineer, its poor communication, the absence of a temporary repair or an explanation why it didn't attempt this.

Mrs F was worried that further damage could be caused by the ongoing leak. She felt let down and frustrated at the lack of communication, two failed appointments, no advice after its engineer left, and no attempt to resolve the leaking roof. In these circumstances I think it's reasonable that AWP compensates Mrs F. I don't think its offer fairly acknowledges the distress and inconvenience it caused her.

In considering all of this I don't think AWP treated Mrs F fairly. It should've responded far quicker to her emergency, communicated more clearly and in a timely manner, explained why no temporary repair was attempted, and advised her how best to proceed after its engineer attended. Because of this I think AWP should pay £300 compensation to Mrs F.

### **My final decision**

My final decision is that I uphold Mrs F's complaint. AWP P&C SA should:

- pay Mrs F £300 compensation for the distress and inconvenience it caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F to accept or reject my decision before 11 May 2022.

Mike Waldron  
**Ombudsman**