

The complaint

Ms A complains about AWP P&C SA (AWP) under her home emergency policy. Ms A is unhappy at how AWP responded to a leak at her property.

What happened

In November 2020 Ms A noticed a leak from her boiler. Ms A contacted AWP, who arranged for an engineer to visit. Unfortunately, the engineer couldn't fix the leak, so Ms A contacted AWP again. She was advised to source an independent engineer to visit and fix the leak. She was also told to send the receipt for the repair to AWP so they could treat the issue as a complaint and reimburse the cost of the repair.

Ms A was able to source an engineer, who fixed the leak at a cost of £205.20. Ms A emailed AWP and attached a copy of the invoice. She subsequently phoned AWP several times and was eventually told that her file had been updated but that investigations into her case were still being carried out.

Given their earlier response, AWP treated Ms A's case as a complaint and issued a final response in April 2021. AWP apologised for not providing the excellent customer service they strived to provide. They also said the issues raised by Ms A had been addressed with their contractors. But the response didn't mention reimbursement of the cost Ms A had incurred in fixing the leak.

Given the delays and AWP's response, Ms A complained to this service. She was unhappy at the service she'd received from AWP and delays in being reimbursed for the cost of fixing the leak. This had been stressful to her and she wanted to be reimbursed for the cost of the repair and compensated for the stress caused by the delays and having to make a complaint.

Our investigator upheld Ms A's complaint, concluding AWP hadn't acted fairly. She thought they hadn't kept Ms A updated about her claim and reimbursement of the cost she'd incurred, despite her chasing them several times. Nor was there any explanation of why AWP hadn't reimbursed Ms A. She also thought AWP hadn't considered Ms A's complaint properly or provided a meaningful response. To put things right, the investigator said AWP should reimburse Ms A the £205.20 cost. Because of the length of time since Ms A had sent AWP the invoice, the investigator thought AWP should add interest to the sum at a rate of 8% simple. In recognition of the poor service, she thought AWP should pay £100 in compensation for distress and inconvenience caused to Ms A.

AWP didn't respond to our investigator's view, so the complaint has been passed to me for a review and 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.

In considering this complaint I've looked at the information provided by Ms A and by AWP, including their case notes and final response, together with details of the policy and other relevant documentation. Taken together, I think there's enough for me to decide what's fair and reasonable in the circumstances of the case.

The main part of Ms A's complaint is that AWP didn't provide the service to her they should have done, by failing to reimburse her for the cost of her sourcing an independent engineer to fix the leak from her boiler. She was told to do this by AWP after their own engineer was unable to fix the problem. Having done this and submitted the invoice to AWP, I've not seen any evidence to explain why AWP either accepted the claim (and reimbursed Ms for the cost) or didn't accept it. Ms A was told that investigations into the case were progressing, but it's unclear why they seem to have taken over a year without a clear outcome (even after Ms A complained to this service in May 2021).

Looking at what happened, while AWP sent an engineer to inspect Ms A's property and diagnose the cause of the leak, they were unable to do so. AWP then advised Ms A to source her own engineer to fix the leak and send the invoice to AWP for reimbursement.

Given these circumstances, then looking at the policy terms and conditions I've concluded it covers both an attendance by an AWP engineer and for reimbursement of the cost of engaging an independent engineer to fix the leak (as AWP's engineer couldn't).

In their final response AWP apologise for not providing excellent customer service and that the issues raised by Ms A have been addressed with their contractors. But there's no explanation or reason given for why they hadn't reimbursed Ms A for the cost of fixing the leak (or why there might be an issue about reimbursement). I've therefore concluded that AWP haven't acted fairly or reasonably towards Ms A by not reimbursing her the cost of fixing the leak.

I've also considered the other aspect of Ms A's complaint, the stress of the delays in her claim being assessed, as well as the lack of updates and her having to chase AWP several times. Given the length of time since the incident (and her sending AWP the invoice) I've concluded it's fair for AWP to reimburse her for the cost of fixing the leak but also to compensate her for her being out of pocket for well over a year. In the circumstances, I think it's fair to add interest (at the rate of 8% simple) from the date Ms A submitted the invoice to AWP to the date AWP reimburses Ms A (assuming she accepts my decision).

Our investigator also thought that AWP should pay Ms A £100 in compensation for distress and inconvenience. I've thought about this carefully. It's not our role to punish businesses where they haven't acted fairly towards consumers, but given the circumstances described by Ms A, the length of the delays and the inconvenience she has suffered, I think £100 would be reasonable.

My final decision

For the reasons set out above, my provisional decision is that I uphold Ms A's complaint. I intend to require AWP P&C SA to:

- Reimburse Ms A for the cost of fixing the leak to her boiler (£205.20).
- Add interest (at 8% simple) to the cost of fixing the leak, from the date Ms A submitted the invoice to AWP to the date AWP reimburses Ms A (assuming she accepts my decision)ⁱ.
- Pay Ms A £100 in compensation for distress and inconvenience.

AWP P&C SA must pay the compensation within 28 days of the date on which we tell them Ms A accepts my final decision. If they pay later than this, they 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 Ms A to accept or reject my decision before 25 May 2022.

Paul King
Ombudsman

ⁱ If AWP P&C SA consider they are required by HM Revenue & Customs to deduct income tax from that interest, they should tell Ms A how much they've taken off. They should also give Ms A a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.