

The complaint

Mr B has complained about AWP P&C SA. He isn't happy about the way it dealt with a claim under his home emergency policy.

What happened

Mr B had a home emergency policy with AWP and made a claim after a leak from his bathroom at his home address. When he called to make a claim under his policy he was told to call back a while later or to call his own emergency plumber as AWP couldn't attend at that point in time. So, Mr B called an emergency plumber who attended and fixed the leak. He replaced the toilet as the leak was from the toilet cistern.

But when Mr B looked to recover his costs from AWP it declined the claim. It said that Mr B didn't contact it before making good the damage and undertaking the emergency repair. As Mr B wasn't happy about this he complained to AWP and then this service.

Our investigator looked into things for Mr B and upheld his complaint. This was because she asked AWP to provide information about Mr B's complaint and about the claim, but it didn't respond. And as AWP didn't respond the matter has been passed to me for review.

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 think the complaint should be upheld. I'll explain why.

AWP hasn't responded to the various requests for information made by our investigator and her view upholding this complaint. So, I've had to consider the complaint on the limited information I have before me.

Mr B has been very clear that his wife contacted AWP after he had an emergency at his home address in the early hours of the morning. He has been consistent in his account that contact was made with AWP about the emergency and he was advised to call back or he would have to make contact with his own plumber. Mr B has provided the numbers he called AWP from but as AWP haven't responded to this service it hasn't been possible to verify this.

It is clear that Mr B faced a stressful time at the time of the leak as water came through his electrics. And I think it is likely he would have looked to make a claim under the home emergency policy he held at that point in time as that is exactly why he took the policy out.

Given the lack of response from AWP and Mr B's clear account I think, on balance, that Mr B's wife called AWP at the time of the emergency. And as it should have attended his property in line with the policy I think it should cover the subsequent costs incurred. Indeed, given that this is the kind of situation that his policy covered I don't think AWP has been prejudiced in any event as it would ordinarily turn out in circumstances like this.

Finally, although I can't be sure whether AWP would have undertaken all the repairs Mr B's plumber undertook I think it seems likely given the leak was from the cistern that it would have. So, I think it is only fair, in the particular circumstances of this case, for it to pay the full costs incurred (£784.40), plus 8% simple interest for the time Mr B has been without the money he paid out.

My final decision

It follows, for the reasons given above, that I uphold this complaint. I require AWP P&C SA to pay Mr B £784.40, plus 8% simple interest from the date of claim until the date of settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 27 May 2022.

Colin Keegan
Ombudsman