

The complaint

Ms P has complained about AWP P&C SA. She isn't happy about the way it dealt with a claim under her home emergency insurance policy.

Other companies have been involved in this complaint, but as AWP P&C SA are responsible for it, I've just referred to AWP in this decision.

What happened

Ms P made a claim under her home emergency insurance policy after she had a leak from her roof. AWP sent a roofer to have a look at the damage, but it turned down the claim. This was because scaffolding was required which it said wasn't covered. As Ms P wasn't happy about this she complained to AWP and then this Service.

Our investigator looked into things for Ms P and eventually upheld her complaint. She asked AWP for its business file and response to Ms P's complaint but as it failed to respond she proceeded to view the case on the evidence that was available from Ms P and upheld it. She highlighted there wasn't a clause that said the claim was excluded as scaffolding was required and thought AWP should pay the claim subject to the policy limit of £1,000. And she thought it should pay Ms P £150 compensation for the clear stress and inconvenience caused.

As AWP still 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 agree that the complaint should be upheld. I'll explain why.

This case is complicated by the fact that AWP haven't responded to the investigator or provided any evidence in support of its position. So I have had to proceed on the available evidence that has been provided by Ms P. And having considered this I agree the fair and reasonable thing to do, in the particular circumstances of this case is for AWP to pay the claim up to the policy limit.

I say this as AWP appears to be relying on a clause in the policy in relation to the potential need for scaffolding to decline the claim. But as our investigator has highlighted the policy doesn't refer to scaffolding. AWP have also said this claim may have been more suitable for Ms P's home insurance policy as it felt scaffolding was required.

While I accept it *may* have been appropriate to make a claim under any home insurance policy and AWP's exclusion says '*You are not covered for any permanent repairs that should more specifically relate to a home insurance claim*'. But, I think Ms P had a reasonable expectation that her home emergency policy would provide cover in these circumstances. Ms P had a hole in her ceiling and wanted it fixed, even on a temporary basis, and I think it

was fair to expect her home emergency policy to cover the claim even if she got a full permanent repair done at a later stage.

The policy says it covers '*arranging attendance and paying call out and emergency repair costs following damage to the roof if it is no longer watertight*'. And as AWP hasn't provided me with any evidence as to why scaffolding was required or that a temporary emergency repair couldn't have been undertaken without the need for scaffolding I agree Ms P's claim should be met. The policy is limited to £1,000 for call out, labour and material costs in any event so it seems fair for AWP to pay Ms P the cost of repair in line with this. Adding simple interest for the time she has been without this money in line with our usual approach.

Furthermore, I agree Ms P should be paid £150 compensation for the clear stress and inconvenience all this has caused her, especially having to make alternative arrangements at a particularly worrying time when she had a reasonable expectation that her home emergency policy would provide cover.

My final decision

It follows, for the reasons given above, that I uphold this complaint. I require AWP P&C SA to;

- pay Ms P's costs incurred in making good the leak to her roof up to the policy limit and pay 8% simple interest from the date of claim until the date of settlement; and
- pay £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P to accept or reject my decision before 22 June 2022.

Colin Keegan
Ombudsman