

The complaint

Miss K complains about how AWP P&C SA (AWP) handled a claim under her home emergency insurance policy. When I mention AWP, I also mean its tradespeople and suppliers.

What happened

Miss K has a home emergency insurance policy with AWP. In April 2021 she noticed some water had appeared under a kitchen cupboard so she called AWP under her home emergency cover to make a claim.

AWP sent out two plumbers who didn't locate or fix the leak. They told Miss K that she needed to have a special type of leak test carried out on her property in order to determine the source of the water. The plumbers told Miss K to arrange this test with her buildings insurance company.

Miss K then tried to arrange this but her buildings insurance company said it didn't know what the test was. It told Miss K that she needed to organise the leak to be repaired, then it would repair the damage caused by the leak.

So Miss K contacted a third-party tradesman who identified the source of the leak as a basin in her bathroom upstairs. Miss K paid him £25 for finding the problem. He advised Miss K to not use the basin until her buildings insurance fixed it.

Miss K then made a claim under her buildings insurance policy which fixed the leak and repaired the damage the leak had caused. It took two months for this damage to be repaired, so Miss K couldn't use the basin for all of this time.

The leak was near to Miss K's consumer unit so an electrician was sent to check it. The electrician unscrewed the consumer unit to examine it but he didn't correctly refit it, leaving some spaces in the unit blank.

Miss K complained to AWP about its service. One of the earlier plumbers returned unannounced a few weeks later to fix the consumer unit. Miss K was very distressed due to personal reasons at the time and she says the plumber "barged" past her at the door and covered up the gaps on the consumer unit with tape, which Miss K had specifically asked to not happen.

AWP contacted Miss K several weeks later and told her that the leak she'd originally called it out for was covered under its policy. It offered to repair it, but Miss K had already had the work done by then.

AWP wrote to Miss K and apologised for its service. It offered her £40 as a gesture of goodwill for her inconvenience.

Miss K remained unhappy and she brought her complaint to this service. An investigator looked into it. He asked AWP for its information about what had taken place but AWP didn't

provide this service with any more evidence despite being chased several times.

So our investigator upheld Miss K's complaint based on her evidence. He said AWP should refund the £25 paid by Miss K for the third-party tradesman and it should also pay a total of £250 for her distress and inconvenience.

AWP didn't respond to the view, so Miss K's complaint has been passed to me to make a final 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.

I have made my decision based solely on Miss K's evidence because AWP haven't responded to this service's repeated requests for information. I am upholding Miss K's complaint, and I'll explain why.

I can see in AWP's policy wording that it covers:

"Plumbing and drainage

Failure of, or damage to, the plumbing or drainage system which will result in water damage inside your home."

In the event of a claim being made, AWP's policy will:

- *"Arrange for a tradesperson to attend your home;*
- *Pay up to £1,000 in total (incl. VAT) for each emergency claim incident, towards labour costs (including call out charges, materials and parts required to effect emergency repairs in your home and overnight accommodation)"*

It seems to me that the initial two plumbers should have dealt with the issue at hand when they first visited Miss K's house. Miss K's policy seems to specifically cover the very eventuality AWP was called out for, and its later acceptance of Miss K's claim confirms this.

From the evidence I have, I can see how Miss K was very inconvenienced by not having access to the basin in her bathroom. She has said how painful she found kneeling down repeatedly to wash her hands in the bath, and how inconvenient it was to use the kitchen sink to do simple things like brush her teeth.

The plumbers caused Miss K significant inconvenience by asking to contact her buildings insurance for something that I think they should have done.

Miss K then incurred further cost by calling out a third-party tradesman to identify the source of the leak at a cost to her of £25. I think this is something AWP should have done, so I am going to ask AWP to refund this payment.

Miss K's inconvenience went on for two months while her claims under her buildings cover progressed. Any delays in this are not the responsibility of AWP, but the actions of its plumbers in failing to locate and carry out repairs have, I think, led directly to Miss K's inconvenience.

Miss K has also explained how distressed she was by the actions of AWP's plumber who

accessed her property by barging past her when she'd just had to deal with a significant personal issue. The evidence in the file doesn't seem to tell me who caused the damage to her consumer unit, or left the gaps in it, but I can see that AWP's workmen visited to repair it. I can also see that AWP sent an electrician to Miss K later in 2021 and carried out some repairs. So I am satisfied that AWP have accepted responsibility for the damage.

In the evidence, Miss K also mentions the discourteous behaviour of AWP's workmen and I have included this in my considerations.

Having read Miss K's account of the repeatedly poor service she has had from AWP, I agree with our investigator that AWP's offer of £40 compensation isn't sufficient. Given Miss K's inconvenience for two months and the distress caused to her by the visiting plumber, I think AWP should pay her a total of £250 compensation.

My final decision

For the reasons set out above, my final decision is that I uphold this complaint. AWP P&C SA should pay Miss K:

- £25 for the cost of the third-party tradesman.
- £250 for her distress and inconvenience. If £40 has already been paid then this can be deducted.

AWP must pay the compensation within 28 days of the date on which we tell it Miss K accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.*

*If AWP considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Miss K how much it's taken off. It should also give Miss K a certificate showing this if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 10 August 2022.

Richard Sowden
Ombudsman