

The complaint

Mr A complains about AWP P&C SA (“AWP”) for the way it handled his emergency repair claim. He wants AWP to reimburse him for the costs he received, and to pay him compensation.

What happened

Mr A held home emergency insurance which was underwritten by AWP.

On 4 October 2021, Mr A discovered that his roof was leaking, and water was penetrating into the bedrooms, causing damage. He contacted AWP.

AWP sent a contractor to look at the roof on 5 October 2021. The contractor took some photographs from ground level and considered that the roof had failed due to poor workmanship. He thought that scaffolding would be required to carry out the repair and he says that Mr A did not allow him into his home to look at the leak from the loft space.

Mr A says that he invited the contractor inside to inspect the damage, and to view the roof from a window in the roof, but that the contractor refused.

The contractor left after 30 minutes on site and prepared a short report for AWP.

Mr A did not hear from AWP for some time and he chased a response on 16 October 2021.

At that point he was told that AWP was declining his claim because the repair required scaffolding and would exceed the limits of cover.

Mr A complained to AWP.

AWP sent him a final response letter in April 2022, some 6 months after the claim. This maintained its decision to decline the claim on the basis that scaffolding was needed, and added a reason arguing that the repairs should more specifically relate to a home insurance claim.

Mr A engaged a roofer to carry out the repairs. These were a permanent repair, carried out without scaffolding, and cost him £260.

Mr A complained to us. One of our investigators has looked into this matter and thought that his complaint should be upheld. She did not consider that AWP ought to reimburse the costs of the permanent repair but thought that AWP should pay £150 compensation for the delay in response and for declining the claim.

The parties did not accept that view.

I issued a provisional decision on this complaint in July 2022. In that provisional decision I set out that I thought AWP should cover the costs Mr A incurred in repairs, as the repair he ultimately obtained could have, and ought to have, been provided by AWP under the policy.

I also considered that AWP's delay in reaching a decision on cover, and its wrong decision to exclude cover meant that Mr A's home was exposed to the leak for longer than it should have been. This led to damage to Mr A's upstairs room, which needs to be repaired and decorated. I provisionally considered that AWP should meet the reasonable costs of Mr A's repairs and also to pay to Mr A £150 compensation.

That provisional decision has been shared with the parties and they have been invited to comment.

Mr A has indicated that he accepts the provisional decision. AWP has indicated that it has no further comments to make.

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 light of the parties not submitting any arguments or evidence against my provisional decision, I adopt that decision and reasoning as my final decision.

My final decision

For the reasons set out above, and in my provisional decision, I uphold Mr A's complaint and direct AWP P&C SA to:

- Reimburse Mr A his costs of £260.00 plus interest at a rate of 8% p/a from the date of invoice up until settlement;
- To pay to Mr A his reasonable costs of repair to his home's interior, on production of photographs and quotes for the water damage; and
- Pay to Mr A £150 for his distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 6 September 2022.

Laura Garvin-Smith
Ombudsman