

## **The complaint**

Mr and Mrs S complain about AWP P& C SA's (AWP) service, following a claim made under their home emergency policy.

## **What happened**

Mr and Mrs S had a blockage at their home and contacted AWP. It sent an engineer who Mr and Mrs S said didn't attempt to try to unblock the blockage. The engineer told Mr and Mrs S that two men were required to do the unblocking, but this couldn't be done for a few days.

After a few days, Mr S contacted AWP for an update. It informed him that the engineer had reported that he couldn't locate the blockage, as the floor in their home had to be dug up in order to gain access to the blockage. He also advised AWP that a CCTV investigation was required. And as the CCTV investigation wasn't covered under the policy, AWP, refused to proceed any further and referred Mr and Mrs S to their home insurer.

Mr and Mrs S complained to AWP and asked for a second opinion from another engineer. AWP initially agreed to sending a different engineer from the same contractor, but ultimately decided not to send another engineer. As it said that it was relying on the first engineer's report as he advised that a CCTV inspection was required, which wasn't covered under the policy. So, there was nothing further it could do.

Mr and Mrs S complained to AWP and in its final response, it maintained its position regarding the blockage. It did accept that there were some poor service issues, especially the comments made by its engineer which it deemed were unprofessional. It offered Mr and Mrs S £20 by way of compensation for the trouble and upset caused.

Mr and Mrs S were not happy about the outcome and as they had been given their referral rights, referred a complaint to our service. One of our investigators considered the complaint and partially upheld it. He said that AWP were reasonable to rely on their engineer's report and as the report recommended a CCTV investigation, which wasn't covered under the policy, AWP could fairly decline the claim.

But he also said that given the errors that had occurred during the claim, such as informing Mr and Mrs S that a second engineer would attend and then did not. And the unprofessional behaviour of the engineer who attended, he believed that this had a greater impact on Mr and Mrs S. And recommended that AWP increase its offer of compensation for the trouble and upset caused, to £100.

AWP accepted the view, Mr and Mrs S did not. They said that the impact on them was far greater than our investigator had assessed. They explained that the whole event was very stressful and frustrating. They said that the information that the AWP engineer gave was incorrect as they instructed an independent engineer who removed the blockage, without the floor being taken up. They felt that AWP had damaged their reputation and had not considered their well-being. They asked for a total of £2,400 compensation for all the stress,

frustration and the management of the blockage. And asked for a decision from an ombudsman.

### **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 will partially uphold this complaint. But for much the same reason as our investigator. I understand that this might be a disappointment to Mr and Mrs S, but I do hope my findings go some way in explaining why I've reached this decision.

I have carefully considered both parties comments and the evidence they have presented. I have also reviewed the policy terms and conditions and the final response from AWP.

The policy terms and conditions, don't provide for CCTV investigations for any claims. The engineer who attended Mr and Mrs S' home, advised AWP that a CCTV investigation was required. Given that the engineer is considered to be an expert and that AWP relied upon his advice regarding the CCTV investigations, I can't fairly agree that it was unreasonable for AWP to have relied upon its expert, in order to decide that it couldn't proceed further with the claim. And I think it was fair that it referred Mr and Mrs S to their home insurer for further assistance.

Nonetheless, I do think that there were instances during the claims process when Mr and Mrs S were given incorrect information by AWP. Also, AWP accepted that its engineer was unprofessional when he suggested, that Mr S lied about the authority, he obtained from the water company regarding an access point. And I agree.

Further, AWP gave Mr and Mrs S incorrect information by telling them that a second opinion would be sought from another engineer, and then withdrawing this offer before closing the claim. Coupled with this Mr and Mrs S explained that the stress the event had on them increased their frustration. They described that they had to chase AWP for updates, had to manage the blockage themselves including when the blockage overflowed into their property. And ultimately instructed an independent engineer to successfully address the issue.

I understand that Mr and Mrs S are seeking a far greater amount of compensation for the trouble and upset this event caused them. Whilst I sympathise with the frustration that Mr and Mrs S encountered, our role isn't to fine or to punish the businesses we cover. Rather, we look at the effect on the policyholders including their upset. I can understand why Mr and Mrs S were rightly upset and the stress this may have caused.

Nevertheless, in order to consider a higher level of compensation as Mr and Mrs S have requested, our approach is that an award of over £1,500 would be appropriate where the error caused sustained distress, potentially affecting someone's health or severe disruption to daily life. But we would also expect to see some ongoing lasting impact on someone's health, that would be irreversible or resulted in a personal injury.

Mr and Mrs S were given the opportunity to provide any form of further evidence for me to consider. The evidence that could have supported an increased award of over £1,500, would relate to the ongoing lasting impact on their health that showed irreversible or resulted in a person injury. Whilst I understand that there was stress and frustration caused to them, I

can't agree that there was any evidence that supported that the event caused an irreversible health issue or resulted in a personal injury. Or caused a severe disruption to their daily life.

I do think that the error caused Mr and Mrs S more than the levels of frustration and annoyance you might reasonably expect from day-to-day life, and the impact was more than just minimal. So, I do think that an award of £100 is fair, given that the impact and the error required a reasonable effort to sort out.

### **Putting things right**

Taking all of this into consideration, I do think that Mr and Mrs S suffered impact that lasted a few days and caused them some distress and inconvenience. And I do think that should be reflected in the compensation that AWP ought to pay. So, I think it's fair and reasonable for AWP to pay £100 to Mr and Mrs S, for the trouble and upset caused.

### **My final decision**

For the reasons given, I partially uphold Mr and Mrs S' complaint.

To put matters right, AWP P& C SA to:

Pay Mr and Mrs S £100 compensation for the trouble and upset caused.

AWP P& C SA must pay the amount within 28 days of the date on which we tell it Mr and Mrs S accept my final decision. If it pays later than this, it must also pay interest on the amount from the date of my final decision to the date of payment at 8% a year simple.

If AWP P& C SA considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr and Mrs S how much it's taken off. It should also give Mr and Mrs S a certificate showing this if they ask for one, so that they can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs S to accept or reject my decision before 4 November 2022.

Ayisha Savage  
**Ombudsman**