

## **The complaint**

Mr and Mrs D are unhappy that AWP Assistance UK Ltd (AWP) didn't attend a call out for loss of power. The policy is in joint names but, for ease, I'll refer only to Mr D.

## **What happened**

Mr D had buildings and contents insurance which included Home Emergency cover, underwritten by AWP. The home emergency part of the policy was administered by company A.

Mr D experienced a complete loss of power, so he claimed for an emergency callout under his policy. AWP said it would send someone out. Mr D chased for an update on two occasions, and on the second call he was told no one was available. The engineer attended the following day.

Mr D complained to AWP because he'd explained when he first called that he was a vulnerable person and his garage door was stuck open. AWP looked into his complaint and said that it had restored power to Mr D's home within 15 hours, so it didn't think it had done anything wrong. Mr D brought his complaint to this service.

Our investigator didn't think AWP had responded to Mr D's request for a callout as well as it could've done. He said if AWP had told Mr D there would be a delay sending someone out, he could've made alternative arrangements. Our investigator agreed that Mr D had experienced inconvenience and distress so he recommended AWP should pay £100 compensation.

Mr D accepted the proposed outcome, but AWP didn't respond, so the complaint was passed to me to decide.

## **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've decided to uphold Mr D's complaint and I'll explain why.

In the absence of any comment from AWP, I'm limited to considering the evidence Mr D presented, which includes AWP's response to his complaint. Having looked at AWP's response, there's no indication that it disputes the facts. AWP simply said to Mr D that it considered a 15-hour response time reasonable in the circumstances.

While I agree that 15 hours may be reasonable, and the policy doesn't state that an appointment will be carried out sooner, AWP could've done more to manage Mr D's expectations. If it had said no one would be available for an emergency callout until the following day, Mr D wouldn't have been left waiting for an engineer visit which wasn't going to happen that evening, or he would've been better prepared to wait. I understand Mr D told AWP about his vulnerability, yet there's no evidence that AWP took that into consideration.

In light of the minimal evidence available to me, and accepting that, on balance, Mr D would've told AWP about his personal circumstances, I'm satisfied that AWP didn't handle Mr D's claim as well as it could've done. Our investigator proposed £100 compensation, which Mr D accepted. Having considered the amount, I think it's fair in the circumstances. Therefore, I'll require AWP to pay Mr D £100 for the failure to manage his expectations when he made a claim under his policy for an emergency callout.

### **My final decision**

For the reasons given above, my final decision is that I uphold Mr D's complaint and AWP Assistance UK Ltd must:

- pay Mr and Mrs D £100 compensation for failing to manage their expectations when they made a claim under their policy for an emergency callout.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D and Mrs D to accept or reject my decision before 12 October 2022.

Debra Vaughan  
**Ombudsman**