

The complaint

Mrs W complains that AWP P&C SA didn't fully settle a claim he made on her motor warranty.

What happened

Mrs W holds a motor warranty with AWP. When her car developed a fault, it was taken to a repairer to diagnose the problem.

Mrs W says the repairer refused to submit a claim on her warranty and said the problem with her car was driver error. So, reluctantly Mrs W authorised and paid for the repairs herself and submitted a claim for the costs to AWP herself. While the repairs were being carried out, further work was identified by the repairer. This further work was submitted as a claim on the warranty and subsequently accepted by AWP.

Mrs W is complaining about the cost she incurred. She's said after she submitted the claim to AWP directly, she heard nothing back and doesn't understand why this part of the claim isn't covered, but the second part is.

Our investigator recommended Mrs W's complaint be upheld. They said they'd asked for information from AWP but hadn't received anything. So, they recommended AWP pay the first part of Mrs W's claim.

Mrs W accepted our investigators assessment. AWP, despite numerous chasers, didn't respond. So, the case has come to me.

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'm upholding it. I'll explain why.

We've received very little information and evidence on this case from AWP. There's a small email train explaining it paid part of the claim to the repairer. The email says AWP doesn't think it's responsible for the remaining bill, but it's not entirely clear why. Our investigator asked AWP to provide evidence to support its position, but no further information was provided.

So, based on that little information, our investigator didn't think AWP had done enough to show why this claim wasn't covered. So, they recommended AWP pay Mrs W the invoice she'd presented (£727.96) minus the policy excess (£100) – a total of £627.96. Our investigator also said simple interest of 8% should be added to that payment from the date Mrs W paid it to the date AWP pay her.

AWP didn't respond to this view. So, as well as not having much information on why AWP aren't paying this claim, there's no information as to whether or why they disagree with our investigator's view.

So, on that basis, I'm also upholding this complaint. Mrs W has presented what looks like a valid claim. It would be for AWP to evidence why it feels this claim shouldn't be paid. And I'm not satisfied it's done this despite being given multiple opportunities to do so, so it should pay Mrs W's claim.

My final decision

For the reasons set out above, I uphold this complaint. To put things right AWP P&C SA need to

- Settle Mrs W's claim by paying her £627.96 – which equates to the invoice she paid minus the policy excess. Simple interest of 8% should be added to this payment. Interest should be calculated from the date Mrs W paid the invoice to the date AWP pay her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 25 October 2022.

Joe Thornley
Ombudsman