

The complaint

Mrs K has complained about the service she received when she contacted AWP P&C SA (AWP) under a Home Emergency policy she holds with Mr K.

What happened

In October 2021 Mrs K asked for assistance under her Home Emergency plan with AWP. A contractor attended and said the boiler wasn't safe to use and needed replacement parts. AWP couldn't guarantee when the parts would arrive. Mrs K said she chased AWP daily for a week to find out when the parts would arrive and be fitted. She was unhappy that she was given a date of a week's time 'at the earliest'. Mrs K was unhappy that AWP couldn't guarantee that the parts would fix the boiler.

Mrs K said her family were left with no heating or hot water. A week later, Mrs K decided to order a replacement boiler which was fitted two days later.

Mrs K raised a complaint with AWP. She wanted £500 compensation as a minimum for the distress and inconvenience caused by its delay in replacing the parts to the boiler. Mrs K believed it was reasonable for the parts to be available and fitted within 24 to 48 hours. Mrs K also wanted a full refund of the premium she paid for the plan since she bought it.

Our Investigator asked AWP to provide its file. But it hasn't responded to their requests. So we haven't received any information from AWP to consider whether it acted reasonably.

Mrs K provided a copy of AWP's reply to her complaint in January 2022. It said the terms of the policy said:

"We will arrange to supply and fit replacement parts when they are needed and if they are covered under the policy. If you ask that better parts are fitted, you will have to pay the extra cost. We are not responsible for any inconvenience, loss or damage caused by delay in the manufacturers, or their suppliers or agents, supplying spare parts."

AWP said it couldn't make a decision that Mrs K's boiler was beyond economical repair because of any delays caused by the delivery of parts. As a goodwill gesture, it paid Mrs K £75 compensation.

Our Investigator reached a view in the absence of any information provide by AWP. As he couldn't tell if AWP's contractor had ordered replacement parts in good time, he couldn't say AWP had acted reasonably. And so he thought Mrs K's complaint should be upheld and recommended AWP pay a further £125 compensation, making it a total of £200 compensation. He also recommended AWP provide a refund of the premium Mrs K paid for the policy year as it hadn't shown Mrs K had received the benefit of it when she made a claim.

AWP didn't reply. Mrs K didn't agree. She wants compensation of at least £500 to reflect the inconvenience caused to her and her family by not having a working boiler for a week and the time chasing AWP for an update.

So the case has been 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.

When things go wrong, we look at what a business did to put things right, how long a customer was inconvenienced for and the impact of that inconvenience and any distress caused.

In this case, I appreciate that it wasn't comfortable for Mrs K and her family to have no hot water or heating for a week. She has provided a confirmation email and invoice to show that a replacement boiler was fitted nine days later.

The awards which we give are modest. When a claim is made, it's reasonable to expect a degree of disruption and our own time spent having to deal with it. It is fortunately not an everyday occurrence.

I understand Mrs K's expectations were that the replacement parts should have been ordered and fitted within 48 hours. But that isn't what the policy says AWP will do. And I agree that - how long it takes for a third party supplier to provide parts - is something outside an insurer's control. This is why the term AWP referred to isn't an unusual one in Home Emergency policies. Mrs K told us it was a very old boiler. So I can understand why AWP couldn't guarantee that the replacement parts - if ordered - would fix the boiler.

That said, in the absence of any response from AWP, I am upholding the complaint. I haven't seen anything to show that AWP took any steps to order parts following the contractor's decision to switch the boiler off. So I'm unable to safely conclude that AWP provided the benefit of the policy when Mrs K made a claim.

So for the period of time Mrs K and her family were inconvenienced, I think £200 compensation is fair and reasonable. I'm therefore requesting AWP pay Mrs K £125 in addition to the £75 already paid. And in the absence of any evidence from AWP, I'm requesting it provide a refund for the premium paid for the policy year under which Mrs K made her claim in October 2021.

My final decision

For the reasons I've given above, my final decision is that I uphold this complaint. I require AWP P&C SA to do the following:

- Pay Mrs K £125 compensation in addition to the £75 compensation (if it hasn't already paid it) making the total compensation sum £200.
- Provide a refund of the premium paid for the policy from 14 May 2021 to 13 May 2022.
- Pay interest on the premium refund at a rate of 8% simple interest a year from the date paid to the date it refunds Mr and Mrs K.

AWP P&C SA must pay the compensation within 28 days of the date on which we tell it Mr and Mrs K accept 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 a simple rate of 8% a year.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K and Mrs K to

accept or reject my decision before 24 October 2022.

Geraldine Newbold
Ombudsman