

## The complaint

Mrs and Mr A complain about the way AWP P&C SA (“AWP”) handled their claim against their home emergency insurance policy.

Any reference to AWP includes their agents.

## What happened

The details of this complaint are well known to both parties, so I will not repeat them again here. The facts are not in dispute so I will focus on giving the reasons for my decision.

I issued a provisional decision on 12 January 2023 where I set out why I felt the complaint should be upheld and what I felt the redress should be. An extract is below and forms part of this decision.

*Whilst AWP have denied that they pre-authorized Mrs and Mr A using their own contractor, I have been provided with a copy of a call recording where contractor costs of up to £75 were authorised.*

*Mrs and Mr A have maintained that a further call the following day gave authorisation for costs of up to £200. However, I don't have a copy of this call or any evidence of this further authorisation. I have a call log from Mrs A which shows a call was made but an email sent following this still said “please approve”. I am therefore not satisfied that authorisation for the full £200 was given.*

*However, I don't think that AWP acted fairly in attempting to resolve this infestation for Mrs and Mr A. I do think that the initial appointment went ahead in a timely manner. I also can't comment on the process of the contractor in not laying traps in an initial visit. However, a subsequent visit was needed, and this wasn't scheduled until 30 November 2021, two weeks after the initial visit. I don't think this was reasonable.*

*Mrs and Mr A were left with no other option than to use their own contractor, who managed to resolve the issue at a cost of £200. AWP should reimburse this cost with interest, to compensate Mrs and Mr A for not having use of this money for over a year.*

*I also think that AWP should compensate Mrs and Mr A for the distress and inconvenience caused by the delays. They were clearly worried by the issue and having young children in the property and I think AWP should have acted quicker. Whilst I think the initial appointment was quick, there was a two week wait before the necessary follow-up appointment.*

*AWP have also caused further distress by not acknowledging or paying at least the £75 costs they pre-authorized. I think they should pay £100 as compensation to recognise this.*

*For these reasons, my provisional decision is that I intend to uphold Mrs and Mr A's complaint.*

Mrs and Mr A responded to say they had nothing further to add.

AWP didn't respond to my provisional decision.

### **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.

As there is nothing further for me to consider, my decision remains as outlined in my provisional decision – for the same reasons.

### **My final decision**

I uphold this complaint. I require AWP P&C SA to do the following:

- Reimburse Mrs and Mr A £200 of their own contractor costs,
- Add 8% simple interest on to this amount from the date of the invoice to the date of settlement,
- Pay a further £100 to Mrs and Mr A for the distress and inconvenience caused.

If AWP P&C SA considers that HM Revenue and Customs requires it to withhold income tax from that interest, it must tell Mrs and Mr A how much it's taken off. It should also give them a tax deduction certificate if they ask for one, so they can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A and Mr A to accept or reject my decision before 23 February 2023.

Yoni Smith  
**Ombudsman**