

The complaint

Mr T is unhappy with the service provided by AWP P&C SA (AWP) when dealing with a claim under his home emergency insurance policy.

What happened

Mr T took out a home emergency insurance policy underwritten by AWP.

The home emergency insurance policy (version dated November 2020) included the following definition:

Temporary repair

Repairs and/or work immediately required to stop further damage being caused by the emergency. You will need to replace this with a permanent repair at your own cost.

The general exclusions explained the following would not be covered by the policy:

Any subsequent claim relating to the same problem where:

- *permanent repairs have not been carried out within 30 days of our tradesperson attending the initial emergency, to prevent the emergency recurring: or*
- *further work is needed after our tradesperson resolved the immediate emergency by completing a temporary repair*

In March 2022 Mr T contacted AWP as he'd noticed '*a constant dripping of water onto [his] patio windows and doors and to the patio slabs.*' Mr T contacted AWP to arrange for a tradesperson to come and repair the problem.

A tradesperson attended to Mr T's property the next day and completed repairs. Mr T thought the problem had been fully resolved, but just over a week later the same problem started again. Mr T contacted AWP to arrange another call-out.

Mr T says he was '*promised an immediate call out on the Sunday (10 April) evening 9pm and so waited and waited.*' He was then told they wouldn't be sending another tradesperson to deal with the same problem.

Mr T complained to AWP about the way they'd dealt with his claim, specifically in telling him that a tradesperson would be able to help, and then telling him that this was incorrect. AWP responded to Mr T's complaint apologising for the poor level of service provided and offered £100 as a gesture of goodwill.

Unhappy with AWP's response, Mr T referred his complaint to the Financial Ombudsman service for investigation.

The investigator found that the service provided by AWP had been poor but thought the £100 offered was reasonable. This was because the terms and conditions of the policy

wouldn't have allowed for a tradesperson to help Mr T as the second claim was about the same issue that he'd previously had repaired.

Mr T didn't accept the investigator's findings. Mr T said *'What was not taken into consideration was the hours of phone calls and being shunted from customer service assistant to customer service assistant then onto an alleged senior manager to be told empathetically I had no entitlements, this after the initial promise of a call out followed by waiting in for an engineer...'*

AWP didn't respond to the investigator's findings. As the complaint couldn't be resolved it has been passed to me for 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.

Having reviewed the evidence I agree with the investigator's outcome on this complaint for similar reasons. I've focused my comments on what I think is relevant. If I haven't commented on any specific point it's because I don't believe it has affected what I think is the right outcome.

Mr T's policy was intended to provide emergency cover. So a claim under this policy would result in temporary repairs to prevent an emergency situation from escalating. Mr T was able to benefit from this cover when he first contacted AWP about *'a constant dripping of water'* issue. But things didn't resolve for him and a few days later he found himself in the same situation with the dripping of water issue.

Mr T was told that a tradesperson would be sent out to repair the dripping of water issue. It's not disputed that this information was incorrect. So I've considered what should've happened if AWP had handled the claim properly.

Mr T should've been informed that the second claim for the same problem won't be covered by his policy. This is in line with the policy terms and conditions which says a subsequent claim for the same problem will not be covered where *'further work is needed after our tradesperson resolved the immediate emergency by completing a temporary repair.'*

The first tradesperson only completed a temporary repair- as that's what the policy was intended to provide. So it was always going to be for Mr T to instruct another tradesperson to deal with any subsequent problems relating to the dripping of water issue.

I can appreciate what Mr T has explained about the inconvenience caused to him because when he called AWP to discuss the issue of the dripping water for the second time he was told they could help. AWP also didn't let Mr T know that a tradesperson wouldn't be coming until he chased them many times for a response. I am persuaded by what Mr T has explained about this leaving him feeling frustrated and upset.

I think it's fair that AWP pay Mr T compensation in recognition of the upset and inconvenience caused to him by their poor handling of his claim.

Given the time spent by Mr T chasing his claim with AWP, and waiting for a response, I think £100 is in line with what this service would direct given the circumstances. This amount recognises the impact on Mr T because of the incorrect information given to him, but also that the terms of the policy wouldn't have reasonably allowed for a second claim for the same problem. So AWP wouldn't have provided cover for this second claim in any event.

Putting things right

AWP is directed to pay Mr T £100 in recognition of the inconvenience and upset caused to Mr T by their poor handling of his claim.

My final decision

For the reasons explained above I uphold Mr T's complaint. AWP P&C SA must follow my directions above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 17 March 2023.

Neeta Karelia
Ombudsman