

The complaint

Mr M's complained that AWP P&C SA didn't send someone to his home when he had a leak. And they refused to replace his hot water tank under his home emergency policy.

What happened

Mr M had home emergency cover for a number of years. He bought the policy from his bank.

Several years later, Mr M had a leak in his home. So he contacted the bank to get someone sent to his home to assess and fix the problem. At this point, the policy was underwritten by AWP.

AWP said they would send someone out at the same time an engineer attended to trace the source of the leak. The engineer did come and identified the source of the leak was the hot water tank. But Mr M heard nothing from the tradesperson AWP had arranged.

When Mr M chased AWP, they told him that they had no-one to send. They suggested the best thing would be for Mr M to find his own tradesperson and they would contribute up to £250 towards the tradesperson's call out fee. But they warned him it was unlikely the repair to his hot water tank would be covered by the policy.

Mr M arranged a tradesperson and negotiated a call out fee of £120. The tradesperson who attended replaced the hot water tank – for which Mr M was charged £920.

Mr M complained to AWP. He said the policy booklet on which AWP relied to say replacement of the tank wasn't covered was different from the one he had – and that his booklet showed he did have cover. And he complained about having to chase for information about who was coming to his property and when, as well as AWP telling him someone was on their way but having no-one come.

AWP replied to his complaint by quoting from their policy document – which confirmed there was no cover for replacing a hot water tank. They said the policy documents would have come from his bank (his home insurer) so they couldn't say why Mr M didn't have the most up to date policy terms.

But AWP did acknowledge they'd not provided an appropriate level of service in terms of keeping Mr M up to date and providing him with accurate information. They offered him £50 for this as a gesture of goodwill. And they confirmed they would reimburse Mr M the £120 call out fee he'd paid because they couldn't send a tradesperson to his home.

Mr M wasn't satisfied with AWP's reply and brought his complaint to our service. Our investigator considered it and concluded AWP didn't need to do any more than they'd offered to resolve it. She was satisfied that AWP had dealt with the claim in line with their terms and conditions and that the £50 payment they'd offered Mr M was fair.

Mr M didn't agree with our investigator's view. So I've been asked to make a final 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 done that, I'm upholding Mr M's complaint. But I'm not directing AWP to do any more than they've already offered to resolve it. I'll explain why.

My starting point for dealing with a complaint of this nature is to consider the policy terms and conditions and whether they've been applied fairly by the insurer in this situation. Mr M says they haven't been, because he's never received a copy of the terms AWP have relied on. He's provided us with a copy of what he says he received.

I've looked at the pages from the policy Mr M sent us. They are different in a number of respects from what AWP have sent. Most notably, the policy document Mr M sent us says it's underwritten by another insurer - not AWP. I think it's clear from this that, at some point, Mr M's bank changed the policy it offered customers.

I can't say whether the bank didn't advise Mr M about this, or whether they sent him the wrong policy booklet. But I'm satisfied that it was they – not AWP – were responsible for doing that. If Mr M wants to pursue that further, that's something he will need to raise with his bank.

But I am satisfied Mr M's policy was underwritten by AWP at the time he made the claim. It was the terms and conditions AWP have provided which were relevant then. I can't fairly say they should apply the terms provided by another insurer. But I've considered whether AWP assessed the claim reasonably against their own terms.

The policy says AWP will:

- *“Provide initial advice to you;*
- *Arrange for a tradesperson to attend your home;*
- *Pay up to £1,000 in total (incl. VAT) for each emergency claim incident, towards labour costs (including call out charges, materials and parts required to effect emergency repairs in your home and overnight accommodation”*

The policy states it is for emergencies only and the circumstances in which a permanent repair are limited to where:

“...this can be carried out during the same visit and at a similar cost to the temporary repair. If a permanent repair is not possible or the cost difference is significant, we will make a temporary repair and you will need to replace this with a permanent repair at your own cost within 30 days.”

While the policy includes cover for damage to plumbing and drainage, replacement of water tanks, hot water cylinders, radiators and sanitaryware is specifically excluded. So I'm satisfied it was reasonable for AWP to tell Mr M this. And that there was no obligation to make a permanent repair.

And I'm satisfied AWP dealt with the emergency call out in line with their terms. Their general conditions say they will make “reasonable attempts” to find a tradesperson. They don't guarantee they'll be able to do that.

In this case, AWP arranged for a plumber to attend. But the plumber didn't keep the appointment. When Mr M told AWP what had happened, they agreed he could arrange an

appointment himself and they would pay the call out fee. I think that was a reasonable solution for what had happened.

Mr M has confirmed he's not yet been repaid the call out fee because he opted to bring the complaint to our service first. So I think AWP should now pay him that fee (£120), as well as the £50 compensation they offered him for the customer service failings they identified. But I don't think they need to do any more than that to resolve Mr M's complaint.

My final decision

For the reasons I've explained, I'm upholding Mr M's complaint about AWP P&C SA and directing AWP to reimburse him the £120 call out fee and pay the £50 compensation they've previously offered him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 25 May 2023.

Helen Stacey
Ombudsman