

The complaint

Mrs P and Mrs P complain about AWP P&C SA's ("AWP") handling of their claim under their home emergency insurance policy.

For ease of reading, I'll refer to all actions taken, or comments made, by either of the policyholders as "Mrs P".

What happened

Mrs P says she noticed a leak coming from her bath, so she contacted AWP. Mrs P says a contractor came out and said the problem related to the overflow, but they weren't able to carry out any repairs. Over the next few days Mrs P called AWP several times to find out what was happening, and she says she was given conflicting information. She says a claims handler told her they'd authorised a contractor to order the parts required but other claims handlers told her they couldn't send a contractor until she had arranged for her bath to be removed. The problem was then resolved by a contractor attending and resealing the bath. Mrs P complained as she felt things took too long to resolve and also about being given conflicting information. AWP responded and apologised for the delays experienced by Mrs P. They acknowledged Mrs P hadn't received the level of communication or speed of resolution she was entitled to expect. They said they could see the claim was now settled and offered Mrs P £50 compensation.

After considering all of the evidence, I issued a provisional decision on this complaint to Mrs P and Mrs P and AWP on 10 August 2023. In my provisional decision I said as follows:

"Firstly, I've looked at the service given to Mrs P. My role requires me to say how a complaint should be settled quickly and with minimal formality and so I'll focus on what I consider to be the crux of the complaint and the main areas of dispute. The key facts about the complaint aren't in dispute. AWP accept they got things wrong as Mrs P hadn't received the level of communication or speed of resolution she was entitled to expect. The only issue I have to decide is whether their offer of £50 is fair and reasonable in the circumstances.

I think it's right that AWP should compensate Mrs P for the upset, frustration and inconvenience caused. To help decide what a fair and reasonable level of compensation should be, I've looked at the errors by AWP and the impact it has had.

AWP don't dispute there's been delay in settling the claim. I've listened to call recordings between Mrs P and AWP which took place throughout the claim process. The incident which relates to this claim occurred on 23 January 2023. Mrs P calls AWP the following day to report the problem and the issue isn't resolved until 29 January. While this is five days after the report, I think there have been a number of errors here beyond just the delay acknowledged by AWP.

I can see a contractor visited Mrs P's home to deal with the leak. They removed the bath panel but weren't able to resolve the issue. Mrs P calls on 25 January and explains the contractor told her the overflow appears to be causing the leak, but the

bath will need to be removed to get to it. AWP explain they'll need to wait for the report to decide the next steps. The following day Mrs P calls for an update and also explains she has a young child and they're unable to use the bath so she needs the issue to be resolved urgently. The call handler agrees to arrange for a manager to call Mrs P back within an hour.

Having not heard back, Mrs P calls again a few hours later, and the call handler explains they still haven't received the report. Mrs P calls again and the call handler discusses what the policy covers. They explain it only covers an emergency and they can't take any action until they know whether the issue is something that's covered by the policy. During this call Mrs P explains the bath panel had been removed by the contractor. The call handler agrees to contact their agent to chase the report. AWP then call Mrs P the same day, and explain they've now spoken with the contractor company and the contractor has recommended 'trace and access' work is required. The call handler explains they've authorised them to get the parts and arrange a return visit. AWP's claim notes show a record later in the day which says the report has now come in and they've authorised further works.

On 27 January, AWP leave a message on Mrs P's voicemail. The call handler explains they've received the report, and this notes a faulty or leaking overflow or a bath reseal. They say if the overflow needs replacing or resealing, then the bath will need to come out. They say, because they don't know what the precise fault is, it will need trace and access work. They explain removal of the bath isn't covered under the home emergency policy so Mrs P will need to contact her home insurer for this.

Mrs P calls AWP following the voicemail message. The call handler explains Mrs P needs to call her home insurer and ask them to remove her bath and to explain her home emergency insurer can't fix the problem until the bath is removed. Mrs P queries why AWP can't remove the bath as it should all be covered under her policy. The call handler explains they will just fix the problem if it's a constant issue, but they won't remove the bath. Mrs P explains she has been given conflicting information and was previously told AWP had instructed a contractor to get the parts and arrange a visit. Mrs P makes three further calls the same day.

During the first call, the call handler again explains trace and access work isn't covered by the policy and Mrs P again points out the bath panel has been removed. It's at this point the call handler raises queries and it's established that access has already been gained to the overflow as a result of the contractor removing the bath panel. The call handler then agrees to contact their agent to explain the overflow is accessible.

There are then two further phone conversations between Mrs P and AWP later the same day. During these calls, the call handlers still refer to previous details, even though the matter had since progressed. For example, a call handler explains Mrs P needs to arrange trace and access work even though it was established in a call earlier that day that access could be gained to the overflow.

On 28 January, AWP make arrangements for another contractor to attend. A contractor then attends on 29 January and claim notes provided by AWP show the outcome of the contractor's visit - the note says "Bath seal was leaking, resealed. Job complete." A further claim note says, "The works were never carried out as it went back and forth being approved then declined at both our end and [AWP's agent] end." The note also says AWP then referred the matter to another agent for a second opinion, and they "...managed to take 30 mins to fix the issue." The note says Mrs P

would like to be reimbursed for the bath panel, which is now broken, particularly as the issue was not behind the bath panel and involved the sealant around the tap.

Looking at the service provided to Mrs P, I think there's a number of errors here which have had an impact on Mrs P. Firstly, it's clear Mrs P was upset about her bath being unusable and was anxious about getting the issue resolved urgently – so it was agreed a manager would return her call to see what could be done. A manager then didn't return Mrs P's call, which led to Mrs P having to phone back to chase. Mrs P was also given conflicting information. Mrs P was told a contractor had been instructed to order parts and arrange a return visit. This, understandably, led Mrs P to believe repairs would be carried out to fix the leak. But the following day, Mrs P is informed AWP haven't been able to establish the precise fault so she needs to arrange for the bath to be removed, and for trace and access work to be carried out, before their contractor can attend. It's clear from the conversations which followed, Mrs P was very upset and frustrated at being told repairs couldn't yet be carried out.

I also believe AWP missed an opportunity to resolve the issue sooner. Mrs P makes it clear during the call on 26 January that the bath panel had been removed. I acknowledge AWP hadn't received the contractor's report at this stage but, when Mrs P mentions the bath panel had been removed during the conversation on 27 January, that led the call handler to ask questions and then establish that access could be gained to the overflow pipe. I can't see the circumstances changed in any significant way between these two phone calls, so I would've expected the call handler on 26 January to have followed the same line of questioning. And had they done so, I believe it's reasonable to conclude they - just like the later call handler did – would've established that the overflow was accessible. I believe this would've avoided the need for Mrs P to make the further calls she did between these two calls. I also think Mrs P was caused frustration when call handlers weren't taking into account any progress made in the claim. For example, the call handler still explaining trace and access work was required even though it had been established access could be gained to the overflow.

I think there has been a further missed opportunity here – and this relates to the repair carried out. The first contractor removed the bath panel but then didn't carry out any repair work. In their report, the contractor notes a faulty or leaking overflow or a bath reseal – and they recommend trace and access to establish this. But, the contractor who then attended on 29 January, established the bath seal was leaking and resolved the issue by resealing it.

The contractor is the expert here so, given that the second contractor identified the source of the problem and resolved it in 30 minutes, I think it's reasonable to expect the first contractor should also have resolved the issue at the first visit. I'm particularly persuaded by this on the basis that I haven't been provided with any explanation for why it wasn't possible for the first contractor to have reached the same assessment as the second contractor – both were experts in the same field. Had this been done, this would've avoided the upset, frustration and inconvenience caused to Mrs P in having to make further calls to chase progress. Taking into account all the impact I've identified, I don't think the £50 offered by AWP is fair and reasonable in the circumstances.

The next point I've considered is Mrs P's complaint involving her bath panel. This was removed by the first contractor, and I note Mrs P is upset this was left on her bathroom floor as AWP refused to refit this. The terms and conditions of Mrs P's policy define 'Emergency repair' and says it covers work carried out to resolve the immediate emergency, and this may involve a temporary repair or permanent repair.

The definition goes further to describe what action AWP will take following a repair and says, "...but we will not be responsible for reinstating it to its original condition." So, I don't think it was unreasonable for AWP to refuse to refit the bath panel.

In relation to Mrs P's concern about the bath panel being broken, I think AWP have made an error here. I can't see there's any dispute this was damaged while the first contractor removed it – and from a contemporaneous point of view, I can see this was mentioned by Mrs P in her early calls with AWP. I note AWP say the policy doesn't cover trace and access work "...which would include removing a bath panel." I agree trace and access work is excluded under the policy but, in this case, the contractor has carried out trace and access work by removing the bath panel – and in doing so, has damaged it. I don't think it's fair in the circumstances for AWP to carry out work, even though it's excluded under the policy, and then rely on this as an exclusion in order to decline Mrs P's claim for the damage caused.

Mrs P has provided a receipt and information showing she paid £34 for a replacement bath panel and £13.47 for a primed skirt – bringing the total to £47.47. Mrs P confirms a member of her family fixed this so this didn't incur any repair costs. So, AWP should reimburse this amount to Mrs P. Given that this has been an expense incurred by Mrs P as a result of AWP's error, and she has been without this amount from the point it was paid, AWP should also include 8% interest on this amount. I've also thought carefully about the combined impact on Mrs P of AWP's errors, and taking into account the impact I've referred to above, I think AWP should pay total compensation of £250 to Mrs P."

So, subject to any further comments from Mrs P and Mrs P or AWP, my provisional decision was that I was minded to uphold this complaint and require AWP to reimburse costs paid by Mrs P and pay compensation.

Following my provisional decision, Mrs P has responded and raised concerns about AWP's complaints handling. She says she had to raise a complaint multiple times before it was registered and addressed. Mrs P also says her partner was pregnant and they had a small child, and the whole claim process was causing unnecessary stress. AWP haven't responded with any further comments.

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 see no reason to depart from my provisional decision. So, I've decided to uphold the complaint for the reasons set out in my provisional decision and copied above.

I acknowledge Mrs P's concerns about the complaints handling. Complaint handling isn't a regulated or other covered activity. So as a general rule, and in line with the law, if the complaint is solely about complaint handling, we wouldn't be able to look into things. Where complaint handling forms a part of a customer's complaint, then we can take into account complaint handling when looking at the overall customer experience. In this case, I can't say the issues which Mrs P raises about the complaints handling are an extension of the issues which relate to regulated activities, so I can't look into the complaint handling part of the complaint.

I've seen from the claim notes provided by AWP that Mrs P did make them aware she was pregnant and has a small child, and the impact this was having on them. I wish to reassure Mrs P that I have taken this into consideration when assessing a reasonable level of

compensation. And I think the £250 compensation here takes into account the overall impact of the service provided by AWP.

Putting things right

I've taken the view that AWP have made errors in their handling of Mrs P and Mrs P's claim. So, in addition to the £50 already offered, they should increase their offer by £200 and pay Mrs P and Mrs P a total amount of compensation of £250. In addition to this, AWP should also reimburse Mrs P and Mrs P the £47.47 they paid together with 8% simple interest from the date it was paid to the date of settlement. AWP should provide Mrs P and Mrs P with a certificate showing any taxation deducted.

My final decision

My final decision is that I uphold the complaint. AWP P&C SA must take the steps in accordance with what I've said under "Putting things right" above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P and Mrs P to accept or reject my decision before 6 October 2023.

Paviter Dhaddy
Ombudsman