

The complaint

Mr B has complained that AWP P&C S.A. (“AWP”) unfairly declined a claim he made under his home emergency policy.

What happened

In August 2024, Mr B found a leak at his property and contacted AWP to make a claim under his home emergency policy.

A few days later, AWP sent its contractor to try to identify the cause of the leak, but ultimately it declined the claim. Mr B says it made various excuses to refuse the claim, none of which were valid, so he complained.

In its response to Mr B’s complaint, AWP said that an emergency temporary repair which is what the policy provided for, wasn’t possible due to the problem being partly on the flat portion of roof and partly on the tiled roof – and the policy excluded issues with flat roofs. It also said the roof was installed incorrectly, which also meant a temporary repair wouldn’t have been effective.

Mr B didn’t accept AWP’s explanations. So he referred his complaint to this service. Our Investigator considered the complaint, but didn’t think it should be upheld. He told the parties that based on the terms of the policy, AWP hadn’t acted unfairly, because it had offered to carry out a full repair of the roof with Mr B paying a proportion of the cost. Our Investigator felt this was a fair offer, but Mr B didn’t agree.

He said AWP’s own contractor’s report contradicted the information given to decline the claim, as the report said the roof type was “Pitched and slates” – not flat. He also said AWP’s various failings breached ICOBS rules and that the leak occurred in the pitched section of the roof only, which he knew because he’d fixed it himself. As an agreement between the parties couldn’t be reached, the complaint was referred to me for an Ombudsman’s 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 this is an informal service, I’m not going to respond here to every point raised or comment on every piece of evidence Mr B and AWP have provided. Instead, I’ve focused on those I consider to be key or central to the issue in dispute. But I would like to reassure both parties that I have considered everything submitted. And having done so, I’m not upholding this complaint. I’ll explain why.

The insurance industry regulator, the Financial Conduct Authority (FCA), has set out rules and guidance about how insurers should handle claims. These are contained in the ‘Insurance: Conduct of Business Sourcebook’ (ICOBS). ICOBS 8.1 says an insurer must handle claims promptly and fairly; provide reasonable guidance to help a policyholder make

a claim and give appropriate information on its progress; and not unreasonably reject a claim. I've kept this and other rules in mind while considering this complaint, together with what I consider to be fair and reasonable in all the circumstances.

It's important to clarify that insurance policies aren't designed to cover every eventuality or situation. An insurer will decide what risks it's willing to cover and set these out in the terms and conditions of the policy document. The test then is whether the claim falls under one of the agreed areas of cover within the policy.

And when making a claim on an insurance policy, it is for the insured – so in this case Mr B – to demonstrate he's suffered a loss that's covered by the policy. If he can do so, then AWP needs to accept the claim, unless it can show it can fairly rely on a valid policy exclusion to decline it.

I've checked the policy terms, and these say that AWP will provide cover for *“damage to the roof of your home making it no longer watertight”*. Given the damage that occurred was roof damage which caused a leak, I'm satisfied there was an insured loss that was covered by the policy. However, there's also an exclusion in the policy which states flat roofs aren't covered. And a further general exclusion in the policy says: *“Repairs to any system, equipment or facility which has not been installed or repaired according to the manufacturer's instructions or has been incorrectly used or modified, or which is faulty or inadequate as a result of any manufacturer's or designer's fault”* are also not covered.

The key consideration for me is whether or not it was fair for AWP to decline the claim on the basis of the flat roof exclusion, given that the policy doesn't explicitly say what AWP would do in circumstances where the damaged part of the roof was partly flat and partly pitched. I've also considered whether it was fair for AWP to decline the claim on the basis of the faulty installation/poor workmanship exclusion.

I've considered what Mr B has said and weighed this up against the photo evidence and the job notes on the contractor attendance certificate. I can see that the contractor noted that a temporary repair had been carried out previously, and that as the roof was only around three years old, this indicated that it had been installed incorrectly. This conclusion isn't entirely unreasonable in my view, as a roofer wouldn't expect to see a leak from a roof that had been installed correctly only three years previously. But I don't consider AWP has provided enough evidence that the roof wasn't installed according to manufacturer's instructions or that it was incorrectly used or modified. I say this because the job sheet isn't particularly detailed on this point and it gives no further information relating to the faulty installation it refers to, so I don't think it would be fair for AWP to rely on the faulty installation exclusion here.

But Mr B says the damaged part of the roof was pitched. So I've checked the photos that were taken by the contractor who attended. These show a temporary repair having been carried out previously, and I'm satisfied from the photos that the temporary repair shows there was an issue with both the flat part of the roof and the pitched part. I can see that both areas have been patched up previously so I think it's likely the problematic area was indeed where the pitched roof meets the flat roof as AWP has said. As the policy exclusion clearly states flat roofs aren't covered, I can appreciate why an emergency repair to the affected area wouldn't have been possible – because in order to carry out a lasting and effective repair, AWP would've likely had to deal with a part of the roof that isn't covered by its policy.

So whilst I'm not satisfied based on the available evidence that the faulty installation/poor workmanship exclusion applies in the circumstances, as I've not seen enough evidence from AWP that the roof was installed incorrectly, I also don't have any expert evidence from Mr B which contradicts what the job report says about the area of damage, i.e. that the damage

was not limited to the pitched part of the roof alone and also affected the flat part. I've only got Mr B's testimony – he says he fixed the roof himself and only had to patch up the pitched party, but I'm afraid this isn't as persuasive as the testimony of a qualified roofer.

In the circumstances therefore, AWP's conclusion that a temporary repair isn't possible in line with the policy terms isn't unreasonable. A temporary repair would need to resolve both an issue with the flat part of the roof and the pitched part, based on the evidence that's been provided to me. If Mr B has evidence from a roofer or other expert which contradicts this, and confirms that the damage was solely to the pitched part of the roof, then he should provide this evidence to AWP and I'd expect AWP to consider it.

But as it stands, there's no evidence that AWP's contractor was wrong about the damage affecting both the flat and pitched parts of the roof. I appreciate Mr B had to carry out work by himself due to the urgency of the matter, and that he expected this work to be covered by the policy. But as I've mentioned, the policy doesn't provide cover for every situation. So I'm not persuaded by Mr B's point that AWP failed in its duty to carry out a temporary repair, as it would only be obliged to do so in a situation where the policy provided coverage.

Mr B has described how he repaired the affected area, but I've been given no evidence other than his own testimony that the pitched part of the roof was the only area affected. I've not found this to be as persuasive as the contractor's report which includes photos of a previous temporary repair which spans both the flat and pitched parts of the roof. And I've got no independent evidence that the repairs Mr B carried out will be lasting and effective. So I'm afraid I can't agree that only the pitched section of the roof needed a repair.

Mr B has said AWP breached ICOBS in several ways, and I've thought carefully about this and the claim journey Mr B has had. AWP sent its contractor to assess the damage within a few days of Mr B reporting the leak. I've not seen anything in the policy which stipulates a timeframe but I don't consider the time things took here to be unreasonable. Mr B says a scaffold wasn't needed to carry out the repair, but he's not provided any evidence from a professional about this, so I've found what AWP said to be more reliable.

The fact the job sheet says the roof type was "Pitched and slates" hasn't changed my view, as I can see this wording was taken directly from the initial call Mr B made to AWP. It was merely copied and pasted on to the job sheet under "works required" and did not reflect the opinion of the roofing contractor who attended.

Ultimately, as AWP made an offer to cover a portion of the work, with Mr B also contributing to the required repairs due to the flat portion of the roof, I think AWP did more than it was obliged to under the policy terms, because I'm satisfied the policy didn't provide cover for this particular situation, whereas Mr B's building insurance policy may have provided better cover in the circumstances. I note there are also relevant exclusions in the policy relating to repairs that require access work (such as scaffolding) or repairs that relate to a home insurance claim. I think in the circumstances, the policy unfortunately just doesn't provide what Mr B expected it to.

I've read the description Mr B has given of how he carried out the repairs himself, and although I don't doubt what he's said, I have to base my decision on the evidence and I've no conclusive evidence to show that those repairs were effective. The description he's given also doesn't persuade me that a scaffold shouldn't have been used for safety, or which parts of the roof required repair. So I'm afraid having considered everything Mr B has said, I don't consider AWP has acted unreasonably here.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 16 September 2025.

Ifrah Malik
Ombudsman