

The complaint

Mr and Mrs A complain that AWP P&C S.A. (AWP) has unfairly handled a claim made on their home emergency policy.

Mr and Mrs A complain that AWP caused avoidable delays and failed to complete a repair to their boiler in a timely manner. This resulted with them being without heating and hot water for almost a month between February and March. Mrs A is vulnerable with underlying health conditions and the whole family suffered with illness during this time, which they attributed to the lack of heating and hot water.

What happened

This complaint has been brought by Mr and Mrs A, with Mr A taking the lead on the complaint with us and with the claim. So, for ease of reference, I'll refer to Mr A throughout my decision.

On 24 February 2025, Mr A contacted AWP to seek its assistance with an issue with the boiler for the heating and hot water system in the property. He explained it was presenting with an intermittent fault and required regular intervention to fire it up as it kept failing.

An engineer attended the property on 27 February and said they felt the issue could be the result of a faulty pump and this would need replacing. AWP reviewed the claim and said it would normally be declined because the fault was intermittent. But it was aware of Mrs A's health conditions and vulnerabilities and it would see whether cover could be provided to assist on this basis. It agreed to provide cover for the replacement pump and the claim was progressed.

Mr A called AWP on 5 March to confirm if the claim had been accepted and the works approved and he was informed this had been agreed. Mr A asked if the boiler could be deemed to be beyond economical repair and it was explained this would only be the case if it was not repairable.

On 12 March, an engineer attended and replaced the boiler pump but was unable to get the boiler working again and a secondary issue was identified with the power control box. Mr A called AWP and asked again if the boiler should be considered, to be beyond economical repair. A complaint was also raised about the delay in the claim at this point.

An engineer attended on 15 March but the boiler was still not fixed and a number of new parts were ordered. An engineer attended again on 21 March when the boiler was fixed and deemed operational again.

AWP looked at the complaint about the claim progress and impact on Mr A and his family. It apologised for the delay and offered £500 in recognition of this. It didn't think it would have been right to say the boiler was beyond economic repair, but it accepted the claim progress was slow and this caused distress and inconvenience.

Our investigator looked at this complaint and felt the award recommended was fair and

reasonable and inline with the awards this Service would make for similar complaints of this nature. They didn't think AWP had made an error when it didn't deem the boiler to be beyond economic repair and didn't think it could be guaranteed that had it been, a replacement would have been fitted sooner.

Mr A didn't accept the investigators outcome. He said the impact on him and his family has been significant and Mrs A and her underlying health conditions were impacted by the lack of hot water and heating for a prolonged period. Mr A provided medical records to detail the conditions Mrs A has suffered with and why he felt the boiler not being replaced when it should have been, resulted in Mrs A and the family becoming unwell.

Our investigator said their opinion remained unchanged. They didn't think AWP needed to replace the boiler or offer this sooner and the compensation paid for the distress and inconvenience added with this situation was fair and reasonable. And it couldn't be demonstrated that because Mr A and the family were unwell after the claim was settled that this was the result of the house being without hot water and heating.

Mr A maintained that the award overall was not reflective of the impact of the claim and the complaint was referred 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.

I appreciate the situation has caused Mr A and his family considerable distress and they feel the lack of hot water and heating, with the emergency claim not being dealt with promptly, has meant this was avoidable.

I think it is clear distress has been added, but I feel the compensation paid by AWP to reflect this is fair and reasonable and I am not upholding this complaint. I know Mr A will be disappointed by this, but I'll explain why.

Mr A's policy is a home emergency policy and provides cover for emergencies defined as:

"A sudden and unforeseen domestic situation which, if not dealt with quickly, will:

- *Result in your home losing its main source of heating, lighting or water."*

The policy has a limit of £1000 for each home emergency and this is inclusive of value added tax, call out charges, materials and parts and overnight accommodation.

When the claim was first made, AWP referred the claim to see whether it would provide cover as it didn't think the issue, as described and assessed by its engineer, could be considered an emergency. But it accepted the claim as it recognised that Mrs A was vulnerable in the property and while the fault with the boiler was intermittent, I think it is fair to say this could have resulted in the home losing its main source of heating and water if not repaired.

The repair offered through the policy may be a temporary or permanent repair, but AWP says it will leave the home safe and habitable. Here, there was a delay in this being completed and after the pump was replaced, the boiler went from working intermittently to not firing up at all. I think at this point, consideration should have been given to whether the property was habitable.

Mr A had expressed his concerns about Mrs A and her health from the outset and it was a consideration of AWP when the claim was accepted. He has said she is bed bound and this meant leaving the property for overnight accommodation was unlikely to be an option. But this was offered by AWP as well as money towards an electric heater. I accept Mr A's point that the size of his property would mean this would not heat the whole house, but this is not the intention of it. It would provide heat to one room and make this more comfortable when the main heating system was not working and this was a reasonable offer for AWP to make.

The temporary options were not intended to be the solution to the claim and ensuring the claim was dealt with promptly and the property made habitable again was key. Based on this, I think AWP could have done more to consider the options available from 12 March when its initial repair had resulted in the boiler failing.

It is not uncommon for secondary issues to be identified when the initial repairs don't fix an issue and so I don't think it is fair to say anything was missed with the initial inspections of the boiler. But when this results in the issue being fixed and an overall delay added, it does add to the inconvenience.

Mr A questioned whether the boiler should be deemed to be beyond economic repair at this point, when the pump was replaced but this failed to fix the issue. I think this was a fair question to ask but with AWP believing the boiler could be repaired, it felt requesting the additional parts needed and continuing with the repair was the best option. There was a further two visits after this, with the boiler not being repaired until 21 March and an additional 9 days of inconvenience was added.

Mr A has said he feels he could have had the boiler replaced within 2 days had a decision been made to declare it beyond economic repair. Our investigator said they were not persuaded a timeframe could be confirmed, but I understand why Mr A thinks the continued focus on repairing the boiler meant he and his family were without heating and hot water for longer than they could have been. However, I cannot be certain that a new boiler would have been replaced as quickly as Mr A believes this could have happened, but accept when the repair was continued with, this added distress to the situation as Mr A worried about the health of himself and his family.

Mr A has provided medical notes and evidence to show the impact on him and his family when the boiler was not working. He feels this has been caused as a result of the claim delays and the award made of £500 does not reflect this impact.

I am grateful to Mr A sharing the details he has, and where he and his family have been unwell soon after the event, it is understandable why he feels AWP and the claim delays could be said to be the cause of this. But his opinion on this is not supported by the doctor's evidence he has provided and so I cannot say that it has been shown AWP are the cause of any issues here.

However, as set out above, it is clear distress and inconvenience has been added with the handling of this claim. There was a significant short-term disruption to Mr A and his family and while some inconvenience is always expected when things go wrong and a claim is made, this has gone beyond what is reasonable to expect. But I think £500 paid is fair and reasonable and in line with the awards this Service makes and I do not think AWP needs to increase this.

Overall, I think AWP has fairly compensated Mr A for the distress and inconvenience added when this claim was not progressed as quickly as it could have been. The award is inline with what I'd expect to see and because of this, I am not asking AWP to do anything else.

My final decision

For the reasons I've set out above, I don't uphold Mr A and Mrs A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A and Mrs A to accept or reject my decision before 22 August 2025.

Thomas Brissenden
Ombudsman