

The complaint

Mr W has complained that AWP P&C S.A (AWP) failed to provide support when he sought assistance under a Home Emergency (HE) policy he shares jointly with Mrs W.

What happened

In September 2024 Mr W called AWP as his roof was leaking rainwater into his home which caused damage.

AWP instructed a contractor to attend. Mr W said the contractor told him they would carry out permanent repairs. Mr W was unhappy temporary repairs were not carried out.

The contractor submitted a report to AWP which said that the damage had been caused by poor workmanship/wear and tear. So AWP said it wouldn't provide assistance as Mr and Mrs W's HE policy excluded cover in these circumstances.

Mr W complained to AWP. It apologised for the upset caused by the conversation Mr W had with the contractor. But it explained the process under the policy. As AWP's policy didn't cover damage caused gradually, it couldn't help Mr W.

One of our Investigators thought AWP had acted reasonably.

Mr W disagrees and wants an ombudsman to decide.

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.

Mr and Mrs W's policy with AWP says;

"About this policy

This policy is an emergency policy and not a buildings or contents policy. It should complement your home insurance, and provide benefits and services which are not normally available under that type of policy.

This policy does not cover normal day-to-day property maintenance such as attention to items which tend to gradually wear over a period of time, or need periodic attention, for example the de-scaling of central heating pipes or replacement of taps and cistern washers."

And under; 'General Exclusions;'

"The following exclusions apply to the whole of your policy...Claims arising as a result of wear and tear"

The contractor who attended provided photos of the damage and wrote the following in their

report to AWP;

“leak is coming into property from where pitched extension meets flat roof extension. Lead flashing has come out of the wall which is causing a large gap which is allowing water to get behind it and leak back into the property. Recommend that flashing is replaced and cemented back into the wall. This will stop any further leaks.

There is some cement missing from the ridge tiles and the flashing on the higher wall. This could be contributing to the issue so I recommend that the cement works is replaced as well.

There is also cladding tile that has fallen will need to be replaced.

All of the above issues are due to poor workmanship/wear and tear.”

I appreciate that Mr W says the contractor advised him that his claim would be met, and so he believes AWP should honour what was discussed. AWP said it was sorry if the contractor advised Mr W he would return to carry out repairs. But it said in line with the policy and the report provided, AWP has correctly rejected the claim.

This service cannot decide on what was discussed verbally between two parties, but take an 'on balance' approach to all of the evidence available.

Taking everything into account, I find that AWP acted reasonably in relying on the written report provided by the contractor as this evidence carries more weight than a verbal discussion. And as AWP's policy excludes cover for wear and tear and/or poor workmanship, I think it has correctly rejected Mr W's claim. But it has apologised to Mr W for any misinformation the contractor may have provided.

I'm sorry to disappoint Mr W. But this means I'm not upholding his complaint.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W and Mrs W to accept or reject my decision before 24 October 2025.

Geraldine Newbold
Ombudsman