

## **The complaint**

Mr L complains that AWP P&C S.A unfairly declined his first claim for a home emergency in December 2021 and provided a poor repair on a related second claim that occurred a week later which resulted in further internal damage.

## **What happened**

Mr L held a home emergency policy with AWP.

On 6 December 2021 Mr L made a claim for a leaking roof following storm damage which blew off his plastic verge. AWP declined the claim as they said it required scaffolding and that was beyond the policy limits.

A week later Mr L made a second claim for guttering which was coming away from the wall after the storm had occurred, and AWP attended to do a repair. Mr L says that this repair was poor and allowed water to enter the property causing damage.

Mr L had a permanent repair done to the roof using his own contractors on 6 January 2022, costing £850, and a gutter repair done on 8 December 2022.

Mr L complained about the failure to repair after the first claim, the poor repair after the second claim, and the resultant damage he said was caused by AWP's inaction and poor workmanship.

AWP issued a final response on 3 April 2023 in which they said they couldn't uphold the complaint, so Mr L brought his complaint to us.

One of our investigators has looked into Mr L's complaint. She thought the first claim shouldn't have been declined and directed AWP to pay:

- The £850 cost for the repair on the first claim, plus 8% interest.
- The cost of the rectification work on the second repair plus 8% interest.
- Any internal repairs that resulted for the water ingress as a result of the first two repairs.
- £850 compensation for distress and inconvenience.

Both parties accepted the investigator's view, and the matter was considered resolved.

However, Mr L came back to us because he had received no contact from AWP about settlement. Mr L told us that he had internal and external repairs totalling £103,096.32, and past losses of £8,910, as well as not having received the compensation we awarded.

We contacted AWP on his behalf and as a result of the figures quoted by Mr L being so high, AWP sent out a surveyor to scope the damage. The surveyor reported back on 23 November 2023 that the damage being claimed for was much more extensive than could be attributed to the roof leaks that occurred three years previously.

As a result, AWP disputed their liability for the internal damage and therefore disagreed with the investigator's view that they should cover the cost of repairs. As they sent in new evidence that disputes the investigator's view, the case was passed to me to review.

I issued a provisional decision on the complaint. My provisional findings were as follows: I have thought about whether AWP have properly fulfilled their obligations under the terms of the policy in this case and if they haven't, what is appropriate to put things right for Mr L. Having done so, I'm proposing to partially uphold this complaint, and I'll explain why.

### **The policy cover**

I've looked at the terms of the policy. Under the Home Emergency section, there is cover provided as follows:

*"We will:*

*Arrange for a tradesperson to attend your home;*

*Pay up to £1000 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 emergency must stem from one of the causes listed, in this case the relevant clause is:

*"Roofing*

*Damage to your home making it no longer watertight*

*Emergency repair may involve making a temporary repair such as fitting a tarpaulin to prevent water entering your home. Please note that you may have to arrange and pay for home maintenance work in order to complete a permanent repair. If the loss or damage is covered under your home insurance such as storm damage, you may be able to make a claim for the costs of a permanent repair".*

So, I think it's clear from these terms that the policy is there to provide emergency and temporary repairs – not a permanent solution.

### **The first claim**

Mr L says that he suffered an ingress of water as a result of the dry verge of his house being broken off during a storm. So, I'm satisfied that there was an insured event in that storm damage had stopped the roof from being watertight.

However, when AWP came out to undertake the emergency repair, they declined to do it because they said it would require scaffolding, and that this would take them beyond the limit of their liability.

Mr L has argued that scaffolding isn't required, having obtained a health and safety report, and that a temporary repair could have been completed.

While I accept that for any permanent repairs to be undertaken a contractor may wish to have scaffolding given the height of the building, there is clearly a home emergency within the terms of the policy, and I haven't seen any evidence that AWP's contractors considered attempting a temporary repair in line with the terms of the policy, which could involve

something as simple as applying a tarpaulin to the affected area to prevent further damage through water ingress.

Whilst there is no obligation on AWP under the policy to undertake a permanent repair, it is now too late to correct the error made by not completing a temporary repair. So, I've thought about what is fair to put things right here and I think that AWP should cover the cost of the dry verge repair, which was £850, and the cost of the access equipment required to complete the repair at £492. I appreciate that the limit of liability was £1000, but given that Mr L had to have a permanent repair done quickly as a result of AWP's failure to complete a temporary repair, I think it's fair and reasonable for AWP to meet the full cost of this.

### **The second claim**

On 13 November 2021 Mr L made a further home emergency claim about water ingress due to damaged guttering, and another contractor came out. He mended the guttering and also noted that the dry verge still needed replacing due to storm damage. He recommended a permanent repair for the dry verge and directed Mr L to his buildings insurance, making no attempt to repair it or make it watertight to prevent further damage.

Mr L complains that the repair to the guttering was poor quality and contributed to the internal water damage.

Mr L has also since had this corrected by his own contractor who said that there were no falls to the outlet and was short of the verge end, causing water to run over the edge and onto the lower gable end, soaking the render and contributing to the internal damp. I accept that the evidence suggests that this second repair was inadequate. However, it was a temporary repair, which was intended to make good the guttering until a permanent repair can be completed, which the policy says should be within 30 days.

I can see that Mr L did have a permanent repair undertaken but not until December 2022. This was around a year after the initial damage occurred – and some eleven months after the temporary repair.

So, while I accept that this repair might not have been up to the standard of a permanent repair, it strikes me that it most likely would have been sufficient for a short period to provide a gutter, even if it was short by a few inches, and Mr L would always have had to pay for a permanent repair, so I'm not going to ask them to reimburse him for the replacement guttering work he had completed.

### **The internal damage**

Mr L had the dry verge repaired by his own contractor on 6 January 2022, and so there was a period of around one month when the dry verge was missing, and Mr L says this made the property vulnerable to water ingress, which has resulted in extensive internal damage. Mr L's property is an end terrace and has a gable wall, which has been covered in external wall insulation and render to help with heat retention. The insulation is around 110mm thick on the outside of the wall, and the dry verge cap covered it at the top where it met the roof tiles.

We previously considered a report provided by Mr L which he had sourced from a chartered surveyor who attended the property and examined it in October 2023.

His opinion was that during the period when the dry verge was missing, wind driven rain likely entered and tracked down the gable elevation, and the dampness became trapped in the walls as a result of the insulation. This caused internal spoiling where it hadn't

evaporated. He recommended that the plaster on the internal side of the gable wall was removed, the wall was dried out and then treated with anti-salt contaminant and replastered. He was unable to determine any damage in the bathroom on the gable wall due to the presence of tiles and cladding.

AWP have now obtained an alternative report from their own surveyors, which contradicts the findings of Mr L's surveyor. It confirms that there is significant dampness and paint flaking on the inside of the gable wall but offers an alternative explanation - that there is retained moisture within the wall plaster on the inside of the gable wall. It goes on to say that this:

*"...may be due to long term penetrating dampness through the external wall insulation, or more likely, condensation due to the presence of the external wall insulation which may not have suitable ventilation. It is possible that rainwater penetrated the brickwork when the verge caps became detached during the storm, but for the dampness to still be apparent 3 years later indicates that there is another source of moisture, which is probably attributed to a build-up of condensation within the external wall insulation. The verge caps cover the outside face of the render forming the external wall insulation, with the wall insulation offering an element of protection to the brickwork when it was in its exposed state.*

I think this commentary is persuasive given the time that has passed and continued presence of dampness. I've thought about this and weighed it up against the first report and other available evidence to decide what the more likely cause of the damp in the wall is.

Mr L reports no damp on the gable wall prior to the incident, and I can see that he has provided a drying out certificate that was issued in 2019 but it doesn't say what part of the property this related to, nor what had happened for this to occur. And in any event, that only certifies it dry at a given point in time.

So, to consider the possible impact of the missing dry verge, I've checked the weather reports for Mr L's area for around the time that the roof was left exposed. Between 6 December 2021 and 6 January 2022, there was 87mm of rainfall in the area, with only two days during that period classed as "heavy" rainfall at 16 and 15mm. This doesn't demonstrate a period of sustained wet weather, and I'm not satisfied that this amount of rain would cause enough water to become logged in the insulation and cause the extensive damp throughout the gable wall that is shown on the photographs to be stretching down the full length of the wall as Mr L has suggested.

So, taking this into account, and given the passage of time between when the incident occurred and the AWP report, this level of water ingress caused by rain would have been expected to dry out, and the plaster would be unlikely to be still retaining moisture without an ongoing source.

It's also of note that there is damp in other areas of the property that were unaffected by the storm damage to the gable end.

And so, on balance, looking at all the evidence here, I can't fairly say that the damp on the gable end wall has been solely caused by AWP's failure to undertake a temporary repair on 6 December 2021. Put simply, from the evidence I have, I'm not satisfied that the damage is as a result of AWP's mistake.

I've looked at the weather reports in the 30 days following the repair to try and see the possible impact of any rain which may have run down onto the render.

Turning to the poor-quality repair undertaken on 13 December, I've then thought about the impact of that on the external render.

I appreciate that Mr L didn't have it permanently repaired until 12 months later, but I don't consider that AWP can be responsible anything beyond 30 days given that the policy makes it clear that a permanent repair should be undertaken within that time.

There was 79.2mm of rain during that period, with only two days of heavy rain, at 15 and 16mm. So, I'm not satisfied that the impact of the temporary repair on the gable end render would have been sufficient to cause lasting damage in those 30 days. And I've been given little else in the way of evidence to suggest otherwise.

### **Distress and inconvenience.**

I do appreciate that Mr L has some health problems which have impacted him during the time in which this case has been going on, and I don't think that AWP have always been mindful of that.

And I also think that AWP should have sent out a surveyor much earlier in this process to assess the quality of the repairs and any consequent damage. Not having done so has prolonged the dissatisfaction that Mr L has experienced and impacted his health. As a result, I think AWP should pay £850 for the distress and inconvenience caused.

### **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.

AWP have accepted my provisional decision, but Mr L has sent in a number of documents and made further points.

Some of these relate to showing that AWP could have undertaken a temporary repair, and also that the guttering repair was inadequate. As I have already accepted these two complaint points as upheld, and provided my reasoning around these, these documents don't change anything in respect of these points.

Mr L has sent in a homebuyer's survey from 2016 which describes the property as being in a satisfactory overall condition for its age and type with no matters of disrepair. Mr L is trying to use this report to demonstrate that there was no damp when he bought the property. I accept that may well be the case, but as this report is from six years before the claim, I don't consider that it assists him in proving the cause of the damp in 2022.

Similarly, Mr L has provided a damp proof survey that he has recently had completed. This shows damp in the gable wall and the front wall. This is not in dispute – it is the cause that is in dispute, but there is nothing in this report which persuades me against the findings I have already made which is that on the balance of probabilities, the rainfall during the period between AWP failing to repair the verge, and it being repaired is unlikely to have caused the substantial damage claimed.

I appreciate that Mr L has been in the construction trade and has provided information which he thinks shows how the job should have been done. However, the policy only requires the insurer to provide a temporary repair, with the onus on the policyholder to undertake a permanent repair within 30 days. This policy is not intended to provide the same cover as a buildings insurance policy, just to cover emergency measures to stop any immediate danger to the property. Mr L could have made a claim on his buildings insurance for the permanent

repair to the verge and any damage caused by ingress during the period of exposure.

One of the documents provided by Mr L suggests that they consider the rainfall must have been more than I have suggested, as Storm Arwen was a heavy storm. I can see that the rainfall on the day of Storm Arwen was 31mm with gusts of 56mph. However, I am only able to consider damage that may have been caused during the period after AWP failed to provide a temporary repair from 6 December 2021 until the full repair on 6 January 2022. AWP cannot be responsible for any weather damage before the claim was made. If Mr L thinks that there was significant water ingress from Storm Arwen that caused the internal damage, that would have need to be the subject of a claim on his buildings insurance, not his home emergency policy.

So, for the reasons I have already stated, I'm partially upholding Mr L's complaint.

### **Putting things right**

To put things right AWP should:

- Pay for the cost of the dry verge repair and the hire of access equipment, plus 8% interest from the date of the invoice to the date of settlement.
- Pay Mr L £850 compensation for distress and inconvenience.

### **My final decision**

My decision is to uphold Mr L's complaint about AWP P&C S.A and direct them to put things right as outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 17 September 2025.

Joanne Ward  
**Ombudsman**