

The complaint

Ms D complains about the way AWP P&C S.A. (AWP) handled the claim she made under her home emergency insurance policy.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events.

On 13 March 2025 Ms D discovered she was unable to open her front door and believed it may have been tampered with. She contacted AWP under her home emergency policy and asked it to provide assistance. AWP told Ms D her circumstances weren't covered under the terms of the policy as her property was secure.

Ms D managed to open her front door and leave the property, but once she returned she discovered she was unable to get back inside. She contacted AWP to ask for assistance, but it said as her property was secure it wouldn't be covered under the terms of her policy. Ms D didn't think this was reasonable and so raised a complaint. She said she had been encouraged by AWP to test the door from the outside and as a result she was locked out of the property.

After trying for some time, Ms D was able to get back into her property. AWP agreed to send a locksmith and they attended the same day. The locksmith said the locks on the door were working appropriately but the handles were faulty. Ms D asked for AWP to cover the cost of the replacement handles under her policy.

On 14 March 2025 AWP issued Ms D with a final response to her complaint. It said it was correct to initially decline Ms D's claim as the policy covered outside locks and not when locked inside the property. It said under the terms of the policy it was only responsible for making sure the immediate emergency was rectified and so it wouldn't be responsible for the replacement door handles. Ms D didn't think this was reasonable and so referred her complaint to this Service.

Our investigator looked into things. She said she thought it was reasonable AWP didn't send a locksmith originally as Ms D's property was secure, so her circumstances didn't meet the policy definition of a home emergency. She said she thought it was reasonable AWP sent a locksmith given there had been a misunderstanding about Ms D testing her door from the outside. However, she didn't think AWP were responsible for replacing Ms D's door handles under the terms of the policy.

Ms D didn't agree with our investigator. She said her property wasn't secure and so her circumstances should have been considered an emergency. She said the door handles are an integral part of the lock and so should be covered under the terms of her policy. She also said the locksmith attended unannounced.

As Ms D didn't agree with our investigator, the complaint has been passed to me 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.

I want to acknowledge I've summarised Ms D's complaint in less detail than she's presented it. I've not commented on every point she has raised. Instead, I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Ms D and AWP I've read and considered everything that's been provided.

The relevant rules and industry guidelines explain AWP should handle claims promptly, fairly and shouldn't unreasonably reject a claim.

When Ms D first spoke with AWP, she told it she was locked inside her property and so AWP told her this wasn't covered under the terms of her policy. So, I've considered whether this was reasonable in the circumstances.

Ms D's policy provides her with cover in the event of an emergency. 'Emergency' is defined in the policy as:

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

- *Make your home unsafe or insecure*
- *Damage, or cause further damage to your home or its contents*
- *Result in your home losing its main source of heating, lighting or water.'*

Based on the terms of Ms D's policy and the circumstances Ms D described to AWP, I think it was reasonable for it to tell Ms D this wasn't covered. Whilst I acknowledge Ms D believed this to be an emergency, being unable to unlock her door didn't make her property unsafe or insecure. Therefore, I think it was reasonable for AWP to conclude the policy definition of an emergency hadn't been met.

Ms D later spoke with AWP again as she was now locked out of her property. Whilst it originally declined to deal with her claim as her property was still secure, it later agreed to send a locksmith who attended the same day.

I'm aware Ms D is unhappy AWP didn't initially agree to send a locksmith even once she had become locked out of her property. She said AWP had encouraged her to leave the property and had said if she was locked out of the property then she would be covered. I've reviewed the correspondence and listened to the calls between Ms D and AWP, and I don't agree Ms D was told she would be covered if she was locked out of her property. But in any event, AWP did ultimately agree to send a locksmith which I think was reasonable in the circumstances.

Ms D has said she wasn't told AWP had agreed to send a locksmith and so it scared her when the locksmith attended without warning. However, I can see when Ms D submitted her complaint to this Service, she said she did receive a call before the locksmith attended, and so I think she was likely aware a locksmith had been arranged before they arrived.

Ms D has said she would like AWP to cover the cost of the new door handles required to fix her front door. AWP have said this isn't something which is covered under the terms of her policy, and so I've considered whether this is reasonable in the circumstances.

The terms of Ms D's policy explain AWP will cover failure of outside locks or doors which mean the property is no longer secure. However, there is also an exclusion for any claims arising from a wear and tear issue. The locksmith who attended Ms D's property said the door was lockable and secure, and the issue with the door handles was a wear and tear issue. I think it's reasonable for AWP to rely on the opinion of the locksmith given they have the relevant expertise in the field. And, as the locksmith has said the door was lockable and secure, and the issue with the door handles was related to wear and tear, I think it was reasonable for AWP to conclude the replacement door handles aren't covered under the terms of Ms D's policy.

I know this will be disappointing for Ms D. However, for the reasons I've explained I think AWP have handled Ms D's home emergency claim reasonably and I don't require it to do anything further.

My final decision

For the reasons I've outlined above I don't uphold Ms D's complaint about AWP P&C S.A.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms D to accept or reject my decision before 14 October 2025.

Andrew Clarke
Ombudsman