

The complaint

Mr and Mrs J have complained about their home emergency insurer Alwyn Insurance Company Limited, regarding the service they received when reporting an emergency.

What happened

Mr J called Alwyn on 20 August 2024, a Saturday, to report a leak. He was told his cover couldn't be confirmed and, if he wanted an engineer to attend he would have to accept liability, which would revert to policy liability if/when cover was agreed. Mr J was unhappy. He called again on Sunday and was told the same thing. On Monday cover was agreed and subsequently, that week, two engineers attended the property.

The first engineer said the issue was with grout in the floor tiles. As grout isn't covered as an emergency, the claim was declined. When Alwyn agreed to send a second engineer, the second engineer said it could be the grout, but he was more persuaded there was a leak from the shower. But Alwyn declined the claim again.

Alwyn said Mr J could send it an invoice and report if he found another cause for the leak. Mr J had his own plumber attend on 2 September 2024. They found the shower valve was leaking. Mr J sent their report to Alwyn and he made a claim to his buildings insurer for the damage. He felt the damage wouldn't have occurred but for Alwyn not assisting with the emergency. He sent the report to Alwyn on a further two occasions and finally, in December 2024 it reimbursed his outlay for fixing the shower valve.

Mr J complained to Alwyn. It said its sometimes just the case that it can't always confirm policy details straight away. It said failed grout isn't an emergency under the policy. Also, when Mr J had disagreed on the cause, it sent a second engineer. It said it had also been prepared to send a third engineer – but Mr J had said he was appointing his own expert. Although Alwyn wrote this letter to Mr J in February 2025, it welcomed him to send a copy of his report and invoice for review (despite already having reimbursed the invoice costs).

By the point of Alwyn's letter, Mr J had referred his complaint to the Financial Ombudsman Service. Our Investigator felt Alwyn should pay £150 compensation, particularly for delay in reimbursing Mr J's costs.

Alwyn agreed. Mr J said he was disappointed. He said the Service had been poor when he had paid for insurance to assist in a situation like this. He said the delay in payment had caused an added financial burden. Mr J explained that the repairs are still ongoing and this is causing him a lot of strain as well as making it impossible for him to travel for work.

The complaint was referred to me for an Ombudsman's decision. Having considered it, I felt Alwyn had failed Mr J. I noted there was an offer to appoint a third engineer and Mr J's response to this was somewhat frustrated which caused the call to be terminated and the third visit to not go ahead. But I thought Alwyn had failed Mr J to that point and I could understand his frustration. So I decided to issue a provisional decision which explained I was minded to require Alwyn to pay Mr J a sum equivalent to interest on his repair invoice sum

and £400 compensation. In keeping with our informal service, my provisional decision did not detail everything which had occurred, nor every argument raised.

Alwyn said it was prepared to accept my findings. Mr J did not reply.

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 said provisionally:

"I accept that an insurer might not always have complete access to all of a policyholder's details. But I totally accept Mr J's frustration that, when calling an emergency line, about emergency cover – his policy details weren't available to the operative. Not just on one day, but on two consecutive days. I can understand Mr J being reluctant to agree liability. I accept this caused a delay to the claim and Mr J frustration and worry.

I can see that a leak caused by grout wouldn't be covered by the policy. Alwyn is entitled to rely on its expert's view as to cause of damage. So, when Alwyn's first engineer said this was due to grout, I think it was reasonable the claim was declined. However, Alwyn's second engineer said he thought the most likely cause of the leak was the shower. Alwyn hasn't ever satisfactorily explained why it then maintained its view that grout was the cause.

Mr J had to attend the property twice during that week to meet, or try and meet with Alwyn's engineers. But that was an inconvenience suffered because of the leak not because of any failure of Alwyn. However, I do think the second engineer should have resolved the emergency for Mr J. And, given Alwyn later settled Mr J's costs in full for completing the repair, I can't see any good reason why its engineer couldn't have done that work. That would have avoided Mr J from having the inconvenience of appointing his own plumber to complete the fix.

I note Mr J had the leak found and fixed quite quickly. But I have to think about what should have happened had Alwyn not failed Mr J. So, if Alwyn had had Mr J's cover details available on the Saturday, an out of hours plumber would have been appointed and attended that day. It seems likely he may well have found as the first plumber who actually attended found – that the grout was the cause. As such I think the second engineer would always have been necessary and it's unlikely that would have happened any earlier than the Monday. So the earliest the leak could have been fixed was the Monday – but it was actually a week later when Mr J got the leak fixed. So Alwyn's failures caused a week of delay.

That clearly caused Mr J upset – but I don't think it's likely that this caused a material difference to the condition of the property. Mr J's own report references rotten timbers. That type of damage is indicative of a leak going on for a long time. That is not uncommon – often a concealed pipe or similar will leak water into voids and it is only once damage progresses to the point of saturation of any material in the void that the damage the leak is causing becomes apparent. Here the leak had already become apparent – meaning it's likely the damage had been going on for a long time – before Alwyn was notified. The fact the buildings claim for reinstatement of that damage has been ongoing for a while and is impacting Mr J and causing him upset is not Alwyn's fault.

However, Alwyn during that first week of contact with Mr J, did invite him to send his own report and invoice in. When he did, Alwyn didn't communicate well. It denied receiving the information on more than one occasion. And even when it issued its complaint response letter to Mr J, it did not confirm reimbursement had been made. I accept this caused Mr J

more upset and worry at an already difficult time. I'm going to require Alwyn to make an additional payment to Mr J of interest calculated against the invoice sum, applied from 2 September 2024 – the date of the invoice – until settlement was made in December 2024.

I'm also going to require Alwyn to pay Mr J £400 compensation. This to reflect the distress and inconvenience caused by its two periods of poor service. That initially caused during the first week of the claim, as detailed above. But also the period September to December when it communicated poorly with Mr J about the invoice and report and delayed reimbursement. With the delay in this later period causing financial distress which could and should have been easily avoided."

As Alwyn has accepted my provisional findings and Mr J has not provided any objection to or challenge of them, I've no need to review or revise what I said. Rather I'll just confirm that my provisional findings are now the findings of this, my final decision.

Putting things right

I require Alwyn to pay Mr and Mrs J:

- A sum equivalent to interest* applied on the invoice sum, from the 2 September 2024 until payment was made in December 2024.
- £400 compensation for distress and inconvenience.

*Interest is at a rate of 8% simple per year and paid on the amounts specified and from/to the dates stated. HM Revenue & Customs may require Alwyn to take off tax from this interest. If asked, it must give Mr and Mrs J a certificate showing how much tax it's taken off.

My final decision

I uphold this complaint. I require Alwyn Insurance Company Limited to provide the redress set out above at "Putting things right".

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J and Mrs J to accept or reject my decision before 10 October 2025.

Fiona Robinson

Ombudsman