

The complaint

Mr A's complaint is about how AWP P&C SA ("AWP") dealt with an escape of water claim on his home emergency policy.

Any reference to AWP includes its agents and engineers acting on its behalf.

What happened

Mr A has home emergency insurance with AWP. The policy is an emergency policy that aims to provide help in an emergency arising from an incident covered under the policy such as, amongst other things, issues with primary heating system, plumbing and drainage, electricity supply, and roofing.

Mr A says he discovered a leak under his sink in April 2022. He contacted his insurer and an engineer came out that evening to isolate the leak.

Mr A paid for repair work due to a bad smell in the house from the leak, and also repaired some resulting damage. While that work was being carried out Mr A discovered the leak hadn't been isolated and so he called his insurer again. An engineer attended and further repair undertaken.

Mr A says he continued with the repair work and discovered the leak hadn't been resolved. So he called his insurer who sent out another engineer. The pipework was redone to finally isolate the leak.

The repair work cost Mr A £4,000 and so he reported it to his home insurer who sent someone out to inspect the property. Mr A's home insurer agreed to reimburse Mr A for the costs of the repairs less his excess. The home insurer also sent out a company to ensure the house was dry and no further re-instatement work had to be carried out.

Mr A says the company who came out to check the house was dry discovered the house had a meter high damp in the area where the leak had occurred. So Mr A's kitchen was stripped again, the cabinets went into storage and dryers were installed for over two weeks. Mr A contacted AWP again to check the area where the leak was. The engineer came out and completed some final pipework before the main repairs could be completed.

Mr A says the stress the whole matter has had on his family has been significant. It has taken over ten months to resolve the repairs. AWP haven't apologised or paid him any compensation for the distress and inconvenience. So Mr A complained to AWP.

AWP apologised for the stress caused to Mr A by the repair delays, and that the time taken to repair the leak was not acceptable to him. It offered him £30 to reflect this.

Mr A wasn't happy with the response from AWP so he referred his complaint to this service. Our investigator looked into things for him. He said he couldn't see any evidence to suggest any errors were made by AWP in their handling of the repair. And so the complaint wasn't upheld.

Mr A didn't agree with the investigator's outcome and so the complaint has come 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 am only considering events after May 2022.

I understand Mr A has strong views about what has happened, and I can empathise with the situation. I have read and considered everything I have received carefully. My role is to consider the evidence to reach what I think is a fair and reasonable decision.

The nature of home emergency insurance is to cover emergency repairs when things go wrong. It isn't a maintenance policy. Mr A's insurance policy provides cover for, *"failure of, or damage to, the plumbing or drainage system which will result in water damage inside your home. This includes burst pipes, overflowing water tanks, blocked waste outlets, and blocked drains."*

The policy says, *"we aim to provide rapid, expert help if you suffer an emergency arising from an incident covered under this policy. We will arrange for one of our list of approved contractors to attend and take actions to stabilise the situation and resolve the emergency."* Emergency repair is defined as, *"a temporary or permanent repair. When we make a repair we will leave your home safe and habitable, but we will not be responsible for reinstating it to its original condition."*

So when the contractor attended in June 2022 he was trying to stop the leak. His role wasn't to locate the source of the leak and provide a permanent solution. I have reviewed the notes from that visit and it says, *"leak on a compression elbow so shut water off and removed the 15mm compression elbow and replaced with a push fit one. Water turned back on no further leaks. Also noticed the seal on the overflow was worn and it was allowing water to leak through so I removed and placed silicone around. Advised not to use until morning so can set, if leaks again will need a square overflow."*

At the next visit the notes show the contractor replaced the tap and all the water connections which appeared to stop the leak. And so I can't say AWP has acted unreasonably or not in line with the policy since it's role is to stop the leak. Any further investigations or repairs are the responsibility of the policyholder.

When Mr A contacted AWP again in December 2022 he reported the leak was coming from the same area as before. The contractor found the main stopcock was leaking and so replaced that. The notes say there were no leaks remaining following this. So AWP has done what it is supposed to under the terms of the policy.

The next visit from the contractor in January 2023 showed the pipework was wet and there was condensation on it. And so the contractor tightened the fittings which appeared to stop the leak at the time. The condensation required further work. But this isn't covered under the terms of the policy and so it wasn't something the contractor was able to deal with.

Most types of home emergency policies are designed to deal with the issue that has caused the emergency, such as the leaking pipe. These types of policies aren't usually designed to cover any damage that may occur as part of putting a stop to the emergency (such as the damp walls, or condensation).

I know Mr A feels the regular leaks under the sink caused the issues with his kitchen. But I haven't seen anything to suggest that's directly caused by any acts or omissions from the contractor. Since the contractors are the expert in this matter they will carry out the works as they see fit. I have seen the notes from the contractor which say there is no cover for trace and access of the cause of the leak, and that the condensation under the sink needs to be dealt with but that isn't covered under the terms of the policy.

I'm satisfied AWP used the contractor's professional opinion and dealt with the repairs accordingly. There is not a specific report available but I checked the contractor's notes in order to help make my decision.

I can understand why Mr A was frustrated given the number of call outs he had to make and the level of damage in his kitchen. My focus is on whether AWP acted fairly when considering the terms of the policy. In respect of the condensation and damp walls since the issue isn't covered under the terms of the policy I wouldn't have expected AWP to carry out those repairs.

Mr A made a number of call outs to AWP for the leak under the sink. AWP attended each time and stopped the leak. The onus then falls to Mr A to arrange lasting and permanent repairs once the immediate emergency is dealt with. The home emergency policy doesn't cover normal day-to-day repairs. And so I am not able to compel AWP to contribute towards the repairs in his home since it isn't something Mr A is entitled to under the terms of his home emergency policy.

I know Mr A will be disappointed with my decision. AWP has accepted it missed an appointment and caused Mr A some distress and inconvenience and offered Mr A £30 to reflect this. I think the offer is reasonable in the circumstances and in line with what I would have suggested, had an offer not already been made.

My final decision

AWP P&C SA has already made an offer to pay £30 to settle the complaint and I think this is fair in all the circumstances.

So my decision is AWP P&C SA should pay Mr A £30.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 17 August 2023.

Kiran Clair
Ombudsman