

The complaint

Ms A and Mr F have complained that AWP P&C SA failed to tell them they had a Home Emergency (HE) policy which meant they didn't make claims under the policy they were entitled to make.

As Mr F is the lead complainant for ease I'll refer to him in my decision.

What happened

Mr F and Ms A have held a Home Emergency policy with AWP along with a home insurance policy under company branded 'H' for a number of years. Each policy has its own underwriter - so this may not be the same, as the policies are separate products.

Mr F says he contacted either 'H' or the underwriter of their home insurance policy as in October 2022 he had a pest problem and wanted to see if he could make a claim. Mr F says he was advised that he couldn't claim under his home insurance policy.

In November 2022 Mr F had an issue with a boiler. Based on what he was told in October 2022, he didn't try to make a claim as he believed he didn't hold a HE policy.

Later in November 2022, Mr F received a renewal invite for their HE policy from company 'H' on behalf of the underwriter AWP. Mr F told us he discovered he and Ms A held a HE policy through their bank records.

Mr F complained to AWP. But AWP said it hadn't done anything wrong. It didn't know Mr F had wanted to make claims.

Mr F remained unhappy and asked us to look at his complaint. He wanted his claims to be met and for AWP to reimburse him for the costs he paid to deal with the pest problem and to repair the boiler.

Our Investigator was satisfied that AWP hadn't done anything wrong.

Mr F disagrees. In summary he says it isn't unreasonable to think that when he called company 'H' about his home insurance policy, it should have known to redirect him to the underwriter of his HE policy. He believes AWP are wriggling out of their responsibilities.

So the case 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.

AWP has provided a copy of the renewal and welcome letters sent to Mr F and Ms A since 2020. And Mr F has provided a copy of the renewal invite sent by AWP for his HE policy on 18 October 2021. So I'm satisfied that Mr F and Ms A were made reasonably aware that they held a HE policy.

AWP has no record of Mr F contacting it to make a claim under their HE policy before he raised a complaint in November 2022 - after he received a renewal invite for the 2022 - 2023 policy year.

My role is to consider whether the underwriter of the HE policy acted reasonably or not. I can't make a finding about company 'H' or the underwriter of the home insurance policy as Mr F told us they are separate to AWP as the underwriter of this policy. Mr F raised his complaint against AWP.

From what I've seen, Mr F was in receipt of policy documentation showing they held a HE policy with AWP and contact details for that policy were available in the event of making a claim. So I don't hold AWP responsible for what Mr F was told by company 'H' or the underwriter of his home insurance policy when he contacted them about a pest claim, which led him to believe he didn't hold a HE policy.

I'm sorry to disappoint Mr F. But this means I'm not upholding his complaint. As the Investigator explained, if Mr F is unhappy with the information he received from 'H' or the underwriter of his home insurance policy, he can complain directly to them.

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 Ms A and Mr F to accept or reject my decision before 29 August 2023.

Geraldine Newbold
Ombudsman