

The complaint

Mrs B has complained that AWP P&C SA unfairly declined a claim under her home emergency insurance policy.

What happened

Mrs B had a home emergency policy with AWP. She contacted AWP after a leak developed in a pipe behind a tiled wall in her bathroom shower. The leak had caused the water pressure to drop and that in turn had damaged her boiler.

Mrs B says when her husband spoke to AWP, it advised him to call out an emergency plumber to repair the leak and said they would be reimbursed. The emergency plumber charged £1,190 to trace and locate the leak. When she later contacted AWP for reimbursement of the costs, she was told she wasn't covered after all.

AWP says its agent advised her that her policy didn't cover trace and access work to make the pipe accessible but she might be covered under her home insurance policy for that. They said once the pipe was accessible, they would send someone out to attend to the leak.

Mrs B brought her complaint to this service. Our Investigator didn't recommend it be upheld. He was satisfied that the policy terms didn't cover trace and access costs. He also didn't think AWP had told her to get her own plumber to repair the leak.

Mrs B disputes that the pipe was inaccessible.

As Mrs B didn't agree, the matter has been referred to me.

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've considered Mrs B's policy document to see what cover is provided. It says it's an emergency policy designed to provide rapid, expert help if the policyholder suffers from an emergency arising from an incident covered by the policy. In that situation it says it will arrange for one of its approved contractors to attend and take action to stabilise the emergency.

The policy says it doesn't cover any repair that requires trace and access works to be completed or costs it hasn't authorised. The policy defines "*trace and access*" as "*The process of identifying and locating the source of the emergency or gaining the necessary access to resolve the emergency.*"

I know Mrs B disputes that trace and access works were required. But I have listened to the call when she and her husband first contacted AWP. They referred a number of times to the leak being behind the bathroom wall and that the bathroom wall was tiled. They said they could hear the leak but not see it. I don't think based on what it was told AWP treated them

unfairly in advising them that trace and access work was required before it could send someone to attend to the leak. I also note that the invoice from the emergency plumber refers to tracing and locating the leak.

I'm also satisfied that the policy doesn't cover unauthorised costs and I'm not convinced that AWP did authorise the costs which Mrs B has claimed for. In the telephone call referred to above it referred a number of times to Mrs B arranging access to the source of the leak behind the wall after which it would send someone out to look at the leak. At no point in that call did it say or suggest that it would reimburse the cost of Mrs B's own plumber repairing the leak.

I'm sorry to disappoint Mrs B but unfortunately for her I don't think AWP's decision to decline the claim was unfair or unreasonable.

My final decision

For the reasons set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 4 January 2024.

Elizabeth Grant
Ombudsman