

## **The complaint**

Mr L complains about AWP P&C SA and the service they provided following a claim he made on his Home Emergency ("HE") insurance policy.

## **What happened**

The circumstances of the claim are well known to both parties, so I don't intend to list them in detail. But in summary, Mr L held a HE policy underwritten by AWP when the only toilet in his property blocked. So, he contacted AWP on 20 June 2023 to make a claim.

AWP sent an engineer to the property the same day, but they were unable to clear the blockage. So, a second engineer attended the following day, where it was discovered that the drain had most likely collapsed and required CCTV inspection. So, AWP referred Mr L to his building and contents insurer to investigate further.

But Mr L was unhappy the first engineer hadn't diagnosed this issue. And he thought that because of this, he was left without a working toilet for 24 hours longer than he should've done, explaining how this impacted him due to his disability. So, he wanted to be compensated for the inconvenience and upset this caused, as well as the frustration he felt through what he believed was AWP's lack of communication with him.

AWP responded to the complaint and didn't uphold it. They recognised the impact Mr L would've felt due to the lack of facilities at his home caused by the blockage, but they felt they'd acted promptly without unreasonable delay. So, they didn't think they needed to do anything more. Mr L remained unhappy with this response, so he referred his complaint to us.

Our investigator looked into the complaint and didn't uphold it. They didn't think they could say AWP had caused any unreasonable, avoidable delays and so, they didn't think AWP needed to do anything more. Mr L didn't agree, providing several comments explaining why. These included, and were not limited to, his view that AWP had left him without facilities for over a day, and how this impacted him due to his disability. As Mr L didn't agree, the complaint has been passed to me for a decision.

## **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.

Having done so, I'm not upholding the complaint for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

First, I want to recognise the impact this complaint has had on Mr L. I don't doubt it would've

been extremely inconvenient and stressful for Mr L to discover his toilet was blocked. And I recognise how this would've been made worse due to his disability, and the fact it was the only toilet in his property. So, when AWP were unable to clear the blockage within the timeframe Mr L expected, I can understand why he'd feel unfairly treated and why he'd want AWP to compensate him for this.

But for me to say AWP should do something differently, such as compensate Mr L, I first need to be satisfied they've done something wrong. So, in this situation, I'd need to be satisfied they failed to progress Mr L's claim in line with the terms of the policy they provided. Or, if I think they did do this, I'd need to be satisfied they acted unfairly in some other way. And in this situation, I don't think that's the case.

I've read through the terms and conditions of the policy at length. And they explain that AWP *"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."*

Crucially, this doesn't provide a definitive time period for AWP to arrange an attendance and resolve the emergency. But I do think AWP receiving the claim and progressing it to conclusion within less than 48 hours is a very quick response time, which I think falls in line with the expectation they set out above.

And the terms go on to explain the policy doesn't cover *"any repair that requires trace and access works to be completed"*. And in this situation, I've seen that the engineers who attended advised they were likely a collapse in the drain system itself, which would require a CCTV survey to locate, and I think this falls under the scope of trace and access. So, I think AWP were fair to direct Mr L to his building and contents insurer once AWP had received this confirmation in their engineer's report.

So, I do think AWP progressed the claim within the terms and conditions of the policy Mr L held. But as I've explained above, I've also thought about whether AWP acted fairly when doing so.

I want to reassure Mr L that, when considering this, I have thought carefully about his disability and how this impacted the situation he found himself in. But I do think it's important to note that the HE policy itself is designed to assist a customer when they find themselves in an emergency. So, I think it's only reasonable to expect that the customer will endure a certain level of inconvenience, due to the nature of the event.

So, for me to say AWP acted unfairly, I'd need to be satisfied that the action they took were so unreasonable that they made the situation Mr L found himself worse. And unfortunately, in this situation I don't think that's the case.

While I think it would've been ideal for the first engineer to clear the blockage, I've seen the attendance notes that show this wasn't the case. And I don't think it ever would've been possible, whether or not that engineer had all the tools Mr L thinks they needed, as the second engineer was also unable to complete a permanent repair. So, I think Mr L would always have needed to contact his building and contents insurer to arrange further work.

And considering the time of day the first engineer attended Mr L's property, and that the second engineer attended the following day, I don't think I can say there has been a delay so severe that it can reasonably be seen as unreasonable, or unavoidable.

And while I appreciate Mr L may have taken time to contact AWP to understand what was happening due to the inconvenience he was suffering; I wouldn't expect AWP to contact Mr

L to provide an update if one wasn't available. And as AWP were awaiting the engineers report on the second day to understand how best to progress Mr L's claim, and situation, I don't think I can say AWP failed to communicate with Mr L as I'd expect.

So, while I don't in any way dispute the inconvenience and suffering Mr L was caused by the situation, I don't think I can say AWP acted unfairly in a way that means they should compensate him, as they were able to progress the claim to conclusion correctly in less than 48 hours of receiving the claim itself. So, I don't think AWP need to do anything more.

### **My final decision**

For the reasons outlined above, I don't uphold Mr L's complaint about AWP P&C SA.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 12 February 2024.

Josh Haskey  
**Ombudsman**