

## The complaint

Mrs M complained about damage caused by U K Insurance Limited (“UKI”) during a home emergency visit and delays in providing its service under her home insurance policy.

## What happened

Mrs M couldn’t unlock her front door to exit her house so made a claim on her policy. UKI confirmed an engineer would attend in four hours to resolve the issue, but unfortunately this was delayed by two hours.

Mrs M complained as she didn’t think the engineer was professional and she said the engineer commented he was having a “*bad day*”. She felt she experienced the worst of this in the work he carried out trying to force open her front door. Mrs M didn’t think the engineer went about his work carefully enough and tried to minimise the mess and damage to her property. As a result of the engineer using force with a crowbar, she feels there is excessive damage to her door, door frame and surrounding plaster. She wants her door and door frame replaced as a result at a quoted cost of £1,826.

UKI said “*any damage caused as a result of carrying out our Home Emergency assistance is not covered under the policy and therefore correctly declined in-line with the Terms and Conditions of your policy*”. It said the damage during the process was caused “*due to the hinges being deep*”. However, UKI did offer £75 of compensation for the distress and inconvenience caused by the “*overall service*” during the day.

Our investigator decided to uphold the complaint. He thought there was evidence the door could’ve been removed without being damaged, leaving only minimal damage to the wall around the hinges. So, he thought UKI should replace the door and door frame. He also increased the compensation to £200 for distress and inconvenience. UKI agreed with the additional compensation, but disagreed with replacing the door and door frame, so the complaint has been referred to an ombudsman.

## My provisional decision

I issued a provisional decision on this on 26 May 2022. I said:

*“UKI said it didn’t need to pay for a new door and door frame as the terms and conditions of the policy show any damage caused from its home emergency assistance isn’t covered by the policy. I have checked this, and this is correct. However, Mrs M said the work carried out wasn’t done properly. If it can be shown, the work carried out by UKI’s engineer was sub-standard then I don’t think it would be fair to apply this policy clause in these circumstances – as UKI should be carrying out their work to a reasonable standard.*

*It would be useful to have access to expert reports to evidence why the work was done properly or why it wasn’t. Unfortunately, in this complaint, I only have the testimonies provide by Mrs M and UKI and photographs of the damage to the door and the frame.*

*From the photographs I can see there is damage, the door no longer closes to provide an air-tight seal, so it's likely a draft can get through the door. There are also numerous chips on the door and frame which Mrs M said was caused by the engineer using an unprotected crowbar. This makes the door look untidy. There's also damage around the plaster and hinges. It's difficult to determine what is reasonable damage to the door for this kind of operation/entry - I think this probably depends on how difficult the door was to open. So, the photos on their own doesn't provide conclusive evidence that excessive force was used.*

*However, I can see that Mrs M made a call to UKI whilst the engineer was trying to open the door and she raised concerns about how this was being done. I find this quite persuasive, as I think it shows the concern Mrs M had at the time about the professionalism of engineer and his approach to the work. I think it also reflects unfavourably on the engineer's whole approach to providing the customer with a service. Mrs M also described what happened.*

*Mrs M said the engineer (who she thought was unprofessional) had tried unsuccessfully for around 45 minutes to open the door by forcing it with an unprotected crowbar, causing most of the damage. Mrs M mentioned the engineer's colleague was unable to help as he was ill in the van. So, another engineer was despatched, when two engineers worked together Mrs M said they managed to open the door within about 10 minutes using a different approach through forcing the hinges. I think this suggests this method should have been used initially and this may have minimised the damage.*

*I can't say exactly what has happened here, so I need to consider whether I think it's more likely excessive force caused the damage or whether I think the damage is normal for this kind of operation. I think it's likely that some of the damage caused when trying to open a door without a key is unavoidable and I also think the damage caused will vary depending on how difficult it is to open the door. So, I'm not surprised there is some damage, and the policy wouldn't reasonably cover this.*

*However, I'm persuaded by Mrs M's actions and testimony that the damage to the door could've been more extensive due to either the use of excessive force or incorrect methodology. And I don't think UKI have provided a reasonable argument to defend the widespread damage or explain why a second engineer was required. So, I don't think it's fair if UKI don't cover part of this damage caused. Therefore, I do uphold this complaint.*

*However, as I think there would be a reasonable level of damage in this situation even if the job was done correctly, I don't think its reasonable to expect UKI to pay the full cost of the door and frame. So, I intend that a fair contribution for the door by UKI would be a payment of 50% towards the quoted cost (£913).*

*UKI has already accepted the increased compensation of £200 - I think this this is fair for the distress and inconvenience Mrs M has suffered for the delays, unprofessional manner of its engineer and the inconvenience of getting her door replaced before Winter. So, I also intend to award £200 compensation (which includes the £75 already offered)".*

### **Responses to my provisional decision**

Mrs M didn't accept my provisional decision – she wants UKI to cover the full cost of the door. She said since my decision, she has made enquiries with local reputable locksmiths. She said the locksmiths “assured me that a crowbar would never be used on a UPVC door and that there are many other methods including using airbags or removing the door handle/lock barrel to attempt entry”.

Mrs M re-stated some of the points she made before, such as the incorrect methodology was used to open the door and the crowbar used was unprotected. She felt I had missed some points out of my report.

She said UKI had made decisions on her complaint without visiting her property to see the extent of the damage.

Mrs M said *"the locksmith boasted openly to me about being an expert in breaking and entering for bailiffs, often requiring him to wear a stab vest, and so I feel his priority was to get the door open with force without regard for my property"*. Mrs M said the locksmith had told her he was having a "bad day".

Mrs M said *"I also want to reiterate that the engineer did not explain what he was going to do and that it could cause damage. Having never had need for a locksmith before I was shocked that he entered carrying a crowbar and set about the door with it. The only time he mentioned damage was in talking about taking the door off at the hinges, that damage to the plaster would be necessary because of the deep hinges"*. She said she was asked to sign a disclaimer for the damage caused and she refused to. She said *"despite my refusal to sign such a disclaimer the work continued regardless, and the damage made worse"*.

UKI didn't accept my provisional decision. UKI made the same points as it had before, but for completeness it said *"the engineer used the crowbar in order to remove the door from its hinges and enact the repair to resolve the customer's emergency. In the photos I have attached, it is visible that the door hinges are deep, and buried into the brickwork. For this reason, the only viable option for resolving the customer's issue with minimal damage (without going from the front and breaking glass) was to use the crowbar to unjam the gearbox and allow the engineer to remove the hinges. Therefore, the contractor took the necessary steps to resolve the emergency and reasonably attempted to minimise damage"*.

### **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 appreciate Mrs M may have felt I didn't consider some of the points she made. However, I was aware of these points when making my decision but focused my narrative on those points most relevant in me reaching my conclusion.

For me to change my decision, I would need to see new evidence that I didn't consider before. I understand Mrs M says she has spoken to local locksmiths. However, neither party has provided independent expert reports to support their accounts. Therefore, I have weighed up the evidence which is available – which is the contradicting testimonies by each party and the photographs of the damage. I decided based on what I think is most likely to have happened. But, I haven't seen any new evidence that changes what I wrote in my provisional decision.

As I said in my provisional decision *"I'm persuaded by Mrs M's actions and testimony that the damage to the door could've been more extensive due to either the use of excessive force or incorrect methodology. And I don't think UKI have provided a reasonable argument to defend the widespread damage or explain why a second engineer was required. So, I don't think it's fair if UKI don't cover part of this damage caused. Therefore, I do uphold this complaint"*.

**My final decision**

My final decision is I uphold this complaint, I require U K Insurance Limited to pay Mrs M:

- £913 – for 50% contribution towards the cost of a new door and frame
- £200 – compensation for distress and inconvenience (less anything that UKI has already paid Mrs M.)

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 24 June 2022.

Pete Averill  
**Ombudsman**