

## **The complaint**

Mrs C complains that Aviva Insurance Limited (Aviva) declined a claim for a broken door lock under her home emergency policy.

## **What happened**

Mrs C says the front door lock at her home broke, which meant it couldn't be used. She had to use a rear gate in order to access to her property. She contacted Aviva under her home insurance policy. This includes home emergency cover. It sent an engineer to her home who concluded the lock had been damaged due to wear and tear. Aviva says the property was secure and the front door was locked.

Mrs C says Aviva declined to repair the lock. It told her she would need to replace the front door. She couldn't afford to do this and didn't think Aviva was treating her fairly, so she complained.

Aviva says as Mrs C's property was left secure it wasn't required to take any further action under its home emergency policy terms.

Mrs C disagreed and referred the matter to our service. Our investigator upheld her complaint. He says the wear and tear exclusion doesn't apply in relation to a home emergency claim. He says the policy definition of 'property' includes Mrs C's land. As she was only able to use the rear gate to exit her property. And she was unable to lock this gate from the outside. This meant, under the policy definitions, that Mrs C's property was left unsecured when she wasn't at home.

Our investigator thought Aviva should refund Mrs C for the repair she managed to arrange plus interest at 8%. He says Mrs C had been inconvenienced and caused worry as she had no choice but to leave her rear gate unlocked whenever she went out. She was also worried about being able to escape in the event of a house fire. He says Aviva should pay her £200 compensation to acknowledge this.

Mrs C agreed with our investigator's findings. Aviva didn't. It maintained that the property was left secure and didn't think it should have to pay £200 compensation.

Because an agreement couldn't be reached, the complaint 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.

Having done so I'm upholding Mrs C's complaint. Let me explain.

Mrs C has home emergency cover within her home insurance policy with Aviva. I've read the policy terms to understand what this provides. The terms say:

*“Home Emergency Cover provides you with assistance in the event of an emergency at your property.”*

And:

*“The types of emergencies covered are: Security risks such as lost keys, failure of, or damage to, external locks, doors and windows.”*

Also:

*“Security and roofing*

*What is covered. You are covered for damage to roofing, external windows and doors, broken locks and loss of keys. If a security or roofing incident happens, we will protect your property from further damage or make sure the property is secure (or both).”*

The policy terms define ‘property’ as:

*“property - The total area of the land and buildings at the address set out in the schedule including the house, flat or apartment and any attached outbuilding (for example, a garage or lean-to shed), but excluding:*

- any communal or service duct areas; and*
- detached garages, sheds, greenhouses and non-permanent structures.”*

The engineer who visited Mrs C’s property says in his report that the door lock had *“broken at the bottom half”*. The report also says, *“Replace the door”*, *“Precondition was fair”* and *“Wear and tear”* as the reason for repudiating the claim.

I note Aviva’s comments that its engineer confirmed the front door was secure. It says this means its requirement under its home emergency cover was met. I also note its reference to page 17 of the policy terms that references *“wear and tear”* as an exclusion.

I agree the requirement under Aviva’s policy terms for its home emergency cover is that the property is left secure. Mrs C confirms that the front door couldn’t be opened. So, its accepted by both parties that the property couldn’t be entered via the front door. I accept that the property was secure in this sense. But I don’t agree the exclusion it relied on applies here. This is from the building insurance section regarding wear and tear. I don’t think this reasonably applies to the home emergency cover.

Mrs C says the only way out of her property after the lock had broken was a gate at the rear of her property. She says this gate is usually kept locked. She has provided photos of the gate. I can see from the photos that it can be locked from the inside but not the outside. This means access can be gained to the rear garden/outdoor area of Mrs C’s property when she isn’t home and is unable to lock the gate.

The policy definition of ‘property’ is, *“the total area of land and buildings”*. The land to the rear of Mrs C’s home falls under this definition. The gate can’t be locked when Mrs C is out. So, I agree with our investigator that the *‘property’* as defined by the policy terms, wasn’t reasonably left secure by Aviva’s engineer.

I’ve thought about the impact this has had on Mrs C. She arranged for the door lock to be repaired despite Aviva’s engineer telling her the door would have to be replaced. She says this would’ve cost considerably more than the £125 she paid for the repair. I think this is fair comment and I note Mrs C couldn’t have afforded a more expensive repair. I think the

information provided by the engineer delayed the door being repaired.

Whilst the front door was broken Mrs C describes how it was frightening returning to her home at night, when having to use the unlit access via the rear gate. She also describes the worry she felt in the event of a fire and not being able to use the front door to escape.

Mrs C first claimed to Aviva in September 2022. She was able to arrange a repair at her own cost in February 2023, having disputed Aviva's decline decision. This meant she had to use the rear gate at her property for several months over the winter. I can understand why Mrs C found this distressing and inconvenient.

In these circumstances, under my remit of deciding a fair and reasonable outcome, I think Aviva should pay Mrs C the cost of repairs plus 8% simple interest. In addition, it should compensate her for the distress, inconvenience and worry she experienced. I agree with our investigator that £200 is fair in these circumstances.

### **My final decision**

My final decision is that I uphold this complaint. Aviva Insurance Limited should:

- pay Mrs C £125 plus 8% simple interest from 14 February 2023 (invoice due date) until the payment is made. \*If Aviva considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mrs C how much it's taken off. It should also give Mrs C a certificate showing this if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate; and
- pay Mrs C £200 for the distress, inconvenience and worry it caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 14 July 2023.

Mike Waldron  
**Ombudsman**