

The complaint

Mr W complains about the service he received from Aviva Insurance Limited after he made a claim under his home emergency insurance policy.

Aviva is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agent. As Aviva has accepted it is accountable for the actions of the agent, in my decision, any reference to Aviva includes the actions of the agent.

What happened

In late 2022, Mr W made a claim under his home insurance (home emergency) policy with Aviva after discovering that the lock of the external side door to his property was damaged. When he first called, Aviva told him he didn't have a policy in place, but the matter was resolved when he called back the following day. An engineer attended his property that evening.

Mr W says that when the engineer tried to fix the lock, he damaged the mechanism. The engineer left after securing the door with three pieces of wood.

About a week later, Mr W raised a complaint with Aviva because he hadn't heard back from it. Aviva sent another engineer to his property. The engineer wasn't able to find a suitable replacement lock and concluded that the door would need replacing.

Aviva apologised for an administration error that caused the initial confusion regarding Mr W's policy and claim, and for not keeping Mr W aware of the process after the initial visit. However, it didn't agree that the engineer was responsible for the damage to the lock. It said it had reviewed both engineers' reports and the accompanying photos which confirm an attempted break-in was the root cause of damage to the cylinder, and the lock's internal mechanism collapsed in the course of the repair. It said that further damage caused by the engineer having to remove the jammed lock was an unavoidable consequence of attempting the repair.

Mr W remained unhappy and asked our service to consider his concerns. Our investigator thought Mr W's complaint should be upheld. She thought the overall evidence showed the engineer had caused further damage to Mr W's door. She recommended Aviva replace Mr W's door.

Aviva disagreed with our investigator's outcome. It provided further comments about what it believed had happened. It said the door was already broken when the first engineer arrived at the property and was never repairable. Mr W had not been left in a worse position, as the door was not secure when the engineer arrived, and the door was left secure. Aviva provided a call recording to show that Mr W had said the door was not secure when he made the claim.

Mr W said that when the lock had come loose, he'd placed it back in and secured the door. He had placed a barricade behind for peace of mind, even though he had turned the handle

and the door was secure. He said he called Aviva for someone to check the door status. He said that when the first engineer arrived, he had to use the key to open the door.

Our investigator told Aviva that the further information it had provided hadn't made a difference to her view and she'd pass the case to an ombudsman. So, 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've decided to uphold Mr W's complaint. I'll explain why.

The policy terms say:

"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)."

In the list of the examples of what Aviva will cover it says:

"Repair of broken locks for external windows and doors if the property is insecure".

The policy terms also say that unless it's stated in what is covered, *"we will not cover you for any damage that may be caused to the property, its contents, fixtures, fittings, floorings or sanitary ware (unless the damage is caused by our engineer's negligence)."*

Aviva says it isn't liable for any damage to the door. The engineer didn't damage the door, it was already broken when he arrived at the property and was never repairable. It says the door wasn't secure when the engineer arrived, and he made it secure in line with the policy's terms and conditions.

The report from the first engineer's visit says he attended the property after a break in to the side door. It says: *"The attempted method was to snap the euro cylinder but in the process of this they must have damaged the mechanism because when I changed the euro cylinder parts of the gearbox inside the door collapsed. Jamming the lock not allowing me to close the door [sic] To remove the old mechanism In [sic] order to secure the door I had to cause damage to the mechanism and pull it out of the door..."*

Mr W disputes the accuracy of this. He says the engineer was able to replace the cylinder in the door. He turned the lock a few times and all was in order. However, when he was finishing off by placing the faceplate, he had difficulty screwing in the bottom screw. He says it couldn't go further because it was too long, so the engineer went to get some more screws. When he was trying to remove the screw, he damaged the screw head and couldn't get it out, even when he tried using pliers. The screw was wedged in the plate and frame. Mr W has provided a photograph he took straight afterwards which shows a screw protruding from the lock. He says the engineer took the lock back to his van and cut down the screw, before bringing it back. The photograph Aviva has provided from the engineer's visit appears to support this.

I acknowledge what Aviva has said about the door not being secure when Mr W made his claim. However, Mr W says he was able to close the door and lock it, but he was concerned

it might not be secure. Mr W says that when the engineer arrived, he gave him a key and he opened the door and advised he would put a more secure cylinder in.

It seems likely that the issue would have been resolved if the engineer had successfully installed the cylinder. I appreciate Aviva believes that the damage to the mechanism was unavoidable because of what the engineer said about the gearbox collapsing. However, I'm more persuaded by Mr W's version events – that the damage to the mechanism was caused by the engineer being unable to remove the screw he'd put in in error. I say this because Mr W has given detailed and consistent testimony about what happened, and this is supported by the photographs.

On balance, I think the damage was likely to have been caused by the engineer's negligence. So, I think Aviva is responsible for putting things right.

Aviva says it isn't possible to replace the mechanism of the door due to its age. So, it seems the best way to put things right for Mr W would be for Aviva to replace the door.

Putting things right

Aviva should replace Mr W's damaged door.

My final decision

For the reasons I've explained, I uphold Mr W's complaint and direct Aviva Insurance Limited to put things right by doing as I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 17 July 2023.

Anne Muscroft
Ombudsman