

The complaint

Mrs M complains that Liverpool Victoria Insurance Company Limited (LV) carried out substandard repairs following damage caused during a burglary, under her home buildings insurance policy.

What happened

Thieves broke into Mrs M's home in November 2022. They caused damage to her external doors at the rear of the property. She made a claim to LV, and it said the doors could be repaired. Mrs M says the three contractors she approached advised her the doors should be replaced. But as LV was only prepared to offer a settlement payment based on a repair, she agreed to use its contractors to complete the work.

Mrs M says there were a number of delays in the repairs being carried out. Communication was poor and the repairs were defective leaving a gap between the sliding doors and the frame. As well as gaps in the external seals. Mrs M says a door was left unsecured after the break in. She asks that the doors are replaced, or an alternative contractor used for the remedial repairs.

In its complaint response in March 2023 LV says there were some delays whilst its contractor waited for parts to carry out the repairs. It says it could've discussed further measures with Mrs M during this time to ensure she felt secure in her home. To compensate for its poor service and delays LV offered Mrs M £400.

Mrs M didn't think she'd been treated fairly and referred the matter to our service. We contacted LV. It told us it hadn't been able to issue a final decision relating to her full concerns. But It provided its claim records and comments for consideration.

Our investigator didn't uphold Mrs M's complaint. She acknowledged she had experienced poor service but didn't think there was evidence to show the repairs were defective. She says the gap between the sliding doors and the frame is where a gasket was situated. This would have been in place when the doors were originally fitted. Our investigator didn't think Mrs M had shown there were defective repairs that required remedial works, and she says the compensation LV offered was fair.

Mrs M disagreed with this outcome. She asked for an ombudsman to consider her complaint.

It 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 not upholding Mrs M's complaint. Let me explain.

I've seen an email Mrs M received from a contractor she approached shortly after her home

was burgled. This says she'd enquired about the replacement of two doors that had been damaged. The contractor quoted to remove the existing doors and replace with new, at a cost of £4,758.83. However, when LV arranged for the damage to be assessed a few days later it concluded the damage could be repaired.

Mrs M's policy terms and conditions confirm cover is in place for damage caused by theft or attempted theft. The terms say LV will arrange a repair or replacement using one of its suppliers. If Mrs M chooses not to agree to a repair or wishes to use her own contractor, LV won't pay more than it would have paid its supplier. Based on this information LV acted fairly and according to its policy terms when offering to arrange a repair or a cash payment equal to what it would pay its supplier.

I note Mrs M's comments that she approached three contractors, all of whom told her the doors needed replacing. I've seen quotes from two contractors. But they don't refer to the possibility of a repair or explain why this wasn't possible. Having considered this evidence I'm not persuaded that LV's was wrong to want to repair the damage.

In its submissions to our service LV has provided information from the contractor that carried out the repairs. It responded to the concerns Mrs M raised about a gap between the sliding door and the frame. The contractor says it visited Mrs M's property in March 2023 to carry out a further inspection given her concerns that a repair wasn't possible. It says it was still confident the issues with the doors could be resolved back to the pre-incident condition.

When the repairs were carried out in early April 2023 LV's contractor says that when the door was removed from its frame, it identified the gearing was incorrectly assembled. It says the restricted travel of the door handle was caused by the bottom corner cam being bent sideways. This was thought to be caused by ongoing use of the door and wasn't related to the claim. The contractor repaired the cam as well as servicing and reassembling the gearing. However, it says the cam was still "*striking the keep*". It says on further inspection it identified poor workmanship issues with the original installation. Specifically, that the frame hadn't been levelled and supported correctly.

In its report LV's contractor says the gap Mrs M highlighted between the door and the frame is where the gasket is located. It says a gap would always have existed. This provides the waterproof seal. The contractor comments that the doors are over 30 years old and have a degree of wear to the mechanical gearing that is expect also that the original installation wasn't of a high standard. It says the limit of LV's liability is the cosmetic repair only and that all other issues are related to the original installation and wear and tear.

I asked LV for it to comment on Mrs M's concerns about gaps in the outer seals/gaskets of the new windowpanes. It provided a response from its contractor. It says:

"..most of the gaskets fitted in the doors are the original gaskets, the external have E gaskets and the internal wedge gaskets. All the gaskets had been individually cut by the original fabricator/installer, so the gaskets were cut to length on each run and not mitre jointed around the corners. Individually cut gaskets are prone to shrinking back from the corners, the fabricator/installer should cut the gaskets oversize to allow for shrinkage. I can see the gaskets had shrunk back in some of the photographs."

And:

"NB images 3-5 where the gaskets have gaps were taken before we carried out any works. It is the original gaskets that have been reused & therefore in the same pre-incident position. (We only changed the gasket in the door itself, as this was damaged)."

I've looked at the photos taken prior to the repairs. This shows gaps in the corner sections of the external seals/gaskets. This supports LV's contractor's view that the gaps were already present pre-damage. Mrs M's policy covers damage resulting from an insured caused. It doesn't cover pre-existing damage or issues. So, I don't think the gaps Mrs M identified are something LV needs to put right.

I asked Mrs M if she had managed to obtain a report from the window fitter she'd mentioned. This was to provide comment on the workmanship of LV's contractor. She provided copies of the quotes she received from the contractor's she'd approached. These are dated prior to the repairs being carried out by LV. So, there is no commentary on the standard of the repairs.

I asked LV to show that the damaged single door had been left secure after it first attended. It provided a photo that shows the single door with boarded up glass. The door handle is fitted with a lock, and a key can be seen inserted in the lock. LV says the deadbolts and slide were removed from the door as they were damaged. But the door was still lockable using the keylock. It says this ensured the door could be adequately secured.

Based on this evidence I'm satisfied the single door was left in a securable state by LV's contractor.

I've thought about Mrs M's comments that she received poor service and experienced delays, which caused her inconvenience and distress. The burglary occurred in November 2022 but the repairs to the sliding doors weren't completed until April 2023. This is a long time to wait for repairs to be completed. I acknowledge LV's comments that its contractor was waiting on parts needed for the repairs. But the delay seems excessive, and I can understand Mrs M's concerns. There were also occasions when appointments weren't kept. And I acknowledge Mrs M's reference to the disruption this caused to her daughter's birthday plans.

In these circumstances I think it's fair that LV compensates Mrs M for the inconvenience and distress it caused her. But I think £400 is reasonable in these circumstances. So, I won't ask LV to pay more.

In summary I don't think LV treated Mrs M unfairly when it arranged for her damaged doors to be repaired in line with its policy terms and conditions. I haven't seen evidence that shows the repairs were defective so I can't reasonably ask it to do anything further. There were delays, and some instances of poor service, when arranging the repairs, but I think LV has done enough to put things right with its offer of compensation.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 25 February 2024.

Mike Waldron
Ombudsman