

## The complaint

Mr and Mrs B complain that Aviva Insurance Limited failed to repair their broken lock.

They jointly held home emergency cover underwritten by Aviva. For ease of reading, I'll refer to Mr B throughout my decision.

## What happened

The background to this complaint is well-known to both parties. So I've set out a summary of what I think are the key events.

Mr B claimed under his policy when he was unable to lock his external door. Aviva removed a piece of the locking mechanism which allowed it to lock the door.

Although Aviva said it would get the part to fix the lock, when Mr B chased it up Aviva said the policy didn't provide cover for a permanent repair.

Mr B complained to Aviva that it hadn't completed the repair provided for under his policy. Aviva didn't agree and issued its final response, so Mr B brought his complaint to us.

Our investigator didn't think Aviva had done anything wrong. She said it secured the door in line with the policy and Aviva wasn't responsible for a permanent repair. Our investigator didn't uphold the complaint.

I issued a provisional decision in February 2024 explaining that I was intending to uphold Mr and Mrs B's complaint. Here's what I said:

### ***provisional findings***

*The relevant regulator's rules say that insurers must handle claims promptly and fairly. My role is to look at whether Aviva handled Mr B's claim in line with the policy and whether it was fair in the circumstances.*

*Mr B said Aviva should've replaced the lock. Aviva said the policy only provided for making the property secure, and a permanent repair was not covered under the policy terms.*

*The home emergency policy sets out the detail of the contract between Mr B and Aviva, so I've looked at what should've happened when Mr B made his claim.*

*Page 3 of the policy states:*

*What is this cover?*

*Home emergency cover provides you with assistance for a sudden and unforeseen event such as:*

- *Repair or replacement of locks and lost keys to secure your property*

*Page 12 states:*

What is covered

- Repair broken locks for external windows and doors, to secure the property.

*I agree that the wording says Aviva is responsible for securing the property. But the policy also clarifies the method it will use to do that, which is to repair or replace the lock.*

*Aviva's repair was to remove, but not replace, a broken part of the lock which enabled the locking mechanism to engage. Mr B was dissatisfied with the repair. Having considered this, I'm not persuaded that leaving an incomplete and damaged lock in place amounts to a repair or securing the property. So, whether Aviva's liability under the policy was to secure the house or repair the lock, I can understand why Mr B didn't feel the work done was sufficient.*

*There's no mention in the policy wording of whether the lock repair should've been permanent or temporary. In the absence of that clarification, I'm minded to find in favour of Mr B on this point.*

*Within the General Conditions on page 13 of the policy, it states:*

*Repairs and parts guarantee*

*Under this policy, the workmanship and any part(s) supplied and used by us to solve the problem will be guaranteed for a period of twelve months from the date the work is carried out.*

*Therefore, when Aviva repaired the lock by removing the spring which allowed the lock to function, its repair should've been guaranteed for 12 months. Given that Aviva told Mr B he needed to replace the lock, I'm not persuaded that Aviva carried out a repair capable of meeting the 12-month workmanship guarantee. If the repair was enough to secure the property, it's not clear why the lock would need replacing. Or indeed, why the removed part was a component of the lock at all. Therefore, I think Aviva carried out a temporary repair which needed a permanent solution.*

*As the policy doesn't state that Aviva will carry out only a temporary repair, I don't think it's fair to rely on that as its reason for not completing a relatively simple, permanent repair.*

*Overall, it's my view that the policy wording doesn't reflect Aviva's interpretation of its liability in respect of the lock. I'm minded to conclude that Aviva didn't handle Mr and Mrs B's claim in line with the policy or fairly in the circumstances. Therefore, to put matters right I think Aviva should repair or replace the lock. Or, if Mr B has already had the work done, Aviva should pay his reasonable cost for the repair upon receipt of evidence.*

*I've noted that Aviva has already offered Mr B £50 compensation in respect of its poor communication about whether it would repair the lock. I see no reason to require Aviva to pay any more than this.*

*I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.*

## **responses**

*Aviva accepted my provisional decision.*

*Mr and Mrs B didn't make any further comment.*

### **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.

In the absence of any further comment or evidence, and for completeness, I reviewed the evidence again. Having done so, I'm satisfied the outcome described in my provisional decision is fair and reasonable in the circumstances. Therefore, I see no reason to make any change.

### **My final decision**

For the reasons I've explained above, and in my provisional decision, my final decision is that I uphold Mr and Mrs B's complaint and Aviva Insurance Limited must:

- repair or replace the lock, or
- if they have already had the work done, pay Mr and Mrs B's reasonable cost for the repair upon receipt of evidence.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs B to accept or reject my decision before 3 April 2024.

Debra Vaughan  
**Ombudsman**