

The complaint

Mrs E has complained about the handling of a call made under the home emergency section of her home insurance policy with Liverpool Victoria Insurance Company.

Liverpool Victoria Insurance Company is the underwriters of this policy, *i.e.* the insurer. Part of this complaint concerns the actions of the agents it uses to deal with claims on its behalf. As Liverpool Victoria Insurance Company has accepted it is accountable for the actions of the agent, in my decision, any reference to Liverpool Victoria Insurance Company includes the actions of the agents.

What happened

In July 2023, Mrs E contacted Liverpool Victoria Insurance Company (“LV”) as her front doors would not lock. I understand Mrs E’s property has a porch with an outer door and an inner door. Mrs E reported that she was unable to close or lock either door. This complaint relates mainly to work done on the external door.

LV’s locksmith attended and said the outer door had dropped and needed new hinges but that due to the weight of the door, it would need two people to rehang the door. LV says the door was left lockable by lifting it in order to lock it, and Mrs E also had the inner door, so it says the property was secure. LV therefore said this was all it was obliged to do under the home emergency insurance, which is only intended to resolve the immediate emergency to make the property secure. LV said its contractor was going to quote to do the work privately.

However, Mrs E told LV the property was not secure and LV therefore asked its contractor to reattend. The contractors could not do so, as they said they do not have two person teams and they maintained they’d done what was required to resolve the immediate emergency. LV told Mrs E she could get her own contractor but she said she was not able to do so.

As Mrs E maintained the property was not secure and because she said the inner door had also not been looked at, LV arranged for another contractor to attend. I understand the contractor fixed the inner door, so it was lockable.

The contractor also tried to adjust the outer door but again was unable to do so. When the contractor left he was unable to close and lock the outer door. He said again that a two person team was needed.

Mrs E was worried about the door falling off but LV says it was attached securely on all hinges but just could not be secured shut. LV's contractor said it could be left as it was until a permanent repair was done (but this was not covered under the policy) or he could remove the door if Mrs E was worried about it. Mrs E did not want the door removed. LV says the property was secure as the inner door was lockable.

Mrs E is very unhappy with the handling of her claim and complained to LV. Mrs E got her own contractor out who I understand replaced the door and the frame, which she says was necessary as LV's contractors damaged her door. Mrs E has made a number of points in support of her complaint. I've considered everything she has said but have summarised the main points below:

- It took several hours for the contractor to arrive after she first notified the claim.
- One of the contractors arrived late in the evening and banged the door for some time and then left.
- On the second appointment, the contractor left the outer door so it would not even close. He said he could not complete the job on his own and left, so it was left in a worse condition than before the claim.
- Her property was left unsecure from the first date she notified the claim and her and her children at risk.
- The contractor left two of the hinge cover plates on the floor, so the hinges were exposed, which made it obvious to passers-by that the property was not secure.
- As LV's contractors damaged the outer door and the frame, she had to borrow the money to have the door and the frame replaced.
- She sent LV the invoice for £1,800, as it said it would reimburse her but it has not paid it.

Mrs E has provided a number of photographs showing the veneer of the frame around the outer door lifted; the hinges she says were damaged by LV's contractors; and of the door not shutting properly.

LV says the hinges were damaged as the door had dropped as a result of wear and tear. It tried to adjust the hinges but couldn't resolve the issue permanently. LV says its obligation under the policy was to resolve the immediate emergency, which in this case meant making the property secure, which it says it did on both visits. It says its contractors did not cause any damage to the door, hinges or frame. LV does not therefore accept that it needed to do anything more, or reimburse the cost of the replacement door, frame and side panel.

One of our Investigator's looked into the matter. He thought it likely the property had been left secure after each of the attendances by LV's contractors but thought it was likely they had caused damage to the hinges and so recommended that LV reimburse the cost of the new door, plus interest, and pay £150 compensation.

Mrs E accepted the Investigator's assessment but LV did not.

LV said the hinges were damaged, which is what had caused the door to drop in the first place and this had not been caused by its contractors. LV also said Mrs E had the outer door, side panel and frame replaced according to the invoice, and this was not required because of anything its contractors had done. Even though it does not accept it did anything wrong, LV said its contractors have confirmed that the cost of two people rehangng the door would have been £194 and so it would agree to pay Mrs E that and the £150 proposed by the Investigator.

As the Investigator was unable to resolve the matter, it was passed to me. I issued a provisional decision on the matter in April 2024. I have copied my provisional findings below:

"Policy cover and security of doors

Mrs E's policy provides cover for various emergency situations that might occur, including:

"Home security

Broken or damaged windows and doors that compromise the security of your home or prevent you from gaining access.

The approved repairer will make your home safe and replace any glass or locks that have been broken or damaged. "

However, the policy is intended to cover the immediate emergency only and not permanent repairs. Consequently it also says:

"We will not pay... the cost of further work if our approved repairer has resolved the immediate emergency by completing a temporary repair."

LV says it did resolve the immediate emergency, as both doors were lockable after the first attendance and the inner door was lockable after the second attendance. Mrs E disputes this and says her property was left unsafe and unsecure since the first attendance on 28 July 2023.

I have considered all the evidence provided to determine what is most likely. Having done so, I think it is more likely than not that the property was secure. I will explain why.

The contractor's report from 28 July 2023 says:

*"Ph [policyholder] is unable to lift handle as door has badly dropped
Have attempted to refit top hinge as was coming loose from frame.
Managed to remove but cannot get pin back in hinge as door too heavy
2 men required to rehang door in correct position. Door can be lifted and
locked. Internal door can also be locked.
Property is safe"*

Mrs E says if the door was too heavy for the contractor to rehang it, then it would not be possible to lift to lock it. However, lifting the whole door off and trying to accurately

position it to rehang it is different from lifting it slightly at the handle to engage the lock. There is no convincing evidence that what the contractor said in his report was not correct and that the door was not lockable.

In relation to the security of the house after the second visit [regarding the outer door], I agree the outer door was not lockable but LV says the inner door was lockable, so the house was secure.

I understand there was a problem with the internal door as well but this was apparently resolved. During two telephone calls Mrs E says that the internal door is lockable but the sealant on the glass panel on the door has come off so it would be easy for someone to push the glass out. While Mrs E may have been concerned about the adequacy of the glass, if it was lockable I think it was reasonable for LV to consider this to be secure.

In addition, I note that LV had offered to remove the [outer] door and said they could leave it inside Mrs E's house, or outside but Mrs E did not want this done. She said it would be stolen if it was left inside and it was too heavy to get inside the house. In a telephone call with LV Mrs E said it would have been fine if the contractors had agreed to take the door away with them, rather than leave it on the hinges but with a gap that she said made it obvious to passers-by that there was an issue with the door. It seems unlikely to me she'd have been happy with the outer door being taken away, if the inner one was not appropriately lockable.

I also note what Mrs E says about the hinge covers being left off and the gap in between the outer door and frame after the second visit. The hinge covers appear to be cosmetic and as far as I am aware serve no structural purpose. The covers should not have been left on the floor but there's no evidence that the hinges being uncovered would have made the door less secure.

Having considered everything, I think the property was likely left secure after each attendance. As such, I do not think LV needed to do anything more and was not responsible under the home emergency cover for rehangng the door, which was a permanent repair and beyond the scope of the home emergency cover.

However, while I don't think LV needed to work on the [outer] door again it did do so ... And as a result of what its contractor did on that second visit, the door was left more significantly out of alignment and unable to properly close.

LV has recently offered to pay the equivalent amount that it would have cost it to have the door rehung by a two-person team (*i.e.* £194). I think this is reasonable.

Damage to the door and frame

Mrs E also says that LV should pay for the work she had done on the door because she alleges LV's contractors broke her outer door and damaged the frame.

Mrs E has provided photos of the frame which she says was damaged, which show some of the veneer on the frame coming away and an area that looks like it is bubbled. Mrs E has also provided photos of the hinges with the covers removed that she says were broken by LV's contractors; photos of the outer door ajar and hanging out of alignment and a photo of what appears to be the side panel with the glass missing.

LV disputes that its contractors damaged the door, frame or hinges. It says the veneer damage was not there when it attended and that the hinges were damaged already and this was the cause of the claim in the first place.

I have considered all the evidence provided to determine what it most likely.

The initial report was that the hinges were damaged and the door had dropped. If the door had dropped this would likely have put additional pressure on the hinges, pulling them away from the frame and causing distortion. So it seems to me likely the hinges needed replacing anyway.

I am not persuaded that leaving the hinge covers off amounts to damage. Mrs E says it made the house more vulnerable but, as stated above, I don't agree this has been established. And again the covers appear to be cosmetic and serve no structural purpose. I do not therefore agree this was damage such that LV is responsible for the cost of a replacement door.

While the door was more out of alignment after the second visit than the first, this in itself does not mean that contractor damaged the door or hinges more than when the claim was first made.

I have seen no independent evidence that anything LV did damage the door or hinges.

With regard to the door frame, I can see in the photos provided by Mrs E that there is some damage to the veneer. The porch is a wooden frame with a glass side panel on the front left and to the right of the side panel is the door. The damage to the frame in the photographs Mrs E provided is on the left side of the side panel that is furthest away from the door. The door is not attached to the part of the frame that is damaged. I cannot see any damage to the frame adjoining the door.

LV's records only show that it worked on the door and there is no convincing evidence that it worked on that part of the frame. It seems to me unlikely [therefore] that this damage to the veneer was caused by anything done wrong by LV's contractors.

Mrs E also says she was told she would be reimbursed for the cost of the work she had done. I have listened to all the telephone call recordings provided to me and considered all the other evidence provided. Having done so, I cannot see that LV said it would reimburse the cost of the work Mrs E had done on the door. LV said it would review the invoice once it had considered her complaint, so if it determined that it was at fault it would have considered reimbursing her but as it determined it had not caused the damage to the door, it does not agree to pay the cost.

Having considered everything, I do not consider that there is enough evidence to establish that the door, side panel and frame needed replacing as a result of anything done wrong by LV's contractors. I do not therefore consider I can reasonably require it to reimburse the amount Mrs E paid for this.

Claims-handling and other matters

I have listened to all the call recordings provided and I acknowledge that Mrs E made a number of phone calls in relation to this matter and chased for responses. I can understand the matter was frustrating for her. However, it seems to me that each representative tried to assist Mrs E but ultimately ... [LV] did not have to reattend

over the weekend to the outer door, as it had met its responsibility under the policy. So while Mrs E was unhappy with what she was being told, I do not think that LV did anything wrong overall.

Having said that, I think LV could perhaps have been clearer about the limits of the policy cover and it did work on the outer door again and left it so it could not be closed. Given this I agree some compensation is appropriate and I agree the £150 offered by LV is reasonable.

I know that Mrs E will be disappointed with this decision, having already received a recommendation from the Investigator that the complaint should be upheld. However, both parties are entitled to appeal to an ombudsman - the final stage in our process - and it is my role to review the matter afresh and make my own decision as to the appropriate outcome. It is only an Ombudsman's decision that is binding.

Having received this complaint, I am required to determine it by reference to what is, in my opinion, fair and reasonable in all the circumstances of the case. And having considered everything carefully, I have provisionally determined that the complaint should not be upheld in the main for the reasons set out above.

My provisional decision

I intend to uphold this complaint in part and require Liverpool Victoria Insurance Company Limited to pay Mrs E £194 towards the cost of the door and £150 compensation."

Response to my provisional decision

LV has confirmed it agrees with my provisional decision and has nothing further to add.

Mrs E does not accept my provisional decision. She has made a number of points and has asked me to review my findings. I have considered everything Mrs E has said but have summarised the main points below:

- In her first call to LV she reported the outer door to the property was not lockable and the property was left unsafe and while there is an inner, there were also issues with the locks on this door.
- The first contractor came out, said the job would need two people, and left without touching the door.
- After making numerous phone calls to LV, it sent another contractor to fix the inner door. He was unable to fix the inner door.
- LV also sent another contractor who attempted to fix the outer door but he instead broke the hinges and screws, which led the door to hang on one hinge. So much force was applied that damage was caused to the external frame too.
- If the first contractor had secured the property, why were other contractors sent out?
- There were three visits in total. The day after the first visit a locksmith attended and then the third visit was when the outer door was damaged.
- Why are there no reports from the locksmith and the third contractor?
- All three contractors took pictures on arrival and when they left the property. Where are these pictures?
- During the third visit, as soon as she saw the damage caused by the engineer she called LV and was on the phone for approximately an hour. Where is that call recording?

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.

Policy cover and security of doors

Mrs E says the first contractor didn't do anything to the outer door and simply left after saying it would need two people to rehang it. However, the job record, as quoted in my provisional decision, says he tried to adjust the door but was unable to completely rehang it. He records that the door could be locked by lifting it to engage the lock. While this is not ideal, and I note what Mrs E has said, there is no convincing evidence that what the contractor said in his report was not correct and that the door was not lockable. I therefore remain of the opinion, the property was secure after this visit.

Mrs E says there was also a visit from a locksmith to look at the inner door but he could not fix it. However, the file notes and call recordings support that the inner door was adjusted and left lockable. In phone calls after this visit, Mrs E refers to the inner door being lockable but not entirely secure because of the glass. And I also note Mrs E said that she would have preferred LV had taken the outer door away on 31 July 2023, rather than leave it as it was. As stated in my provisional decision, I think it's unlikely Mrs E would have wanted the outer door removed entirely if the inner door was not lockable and reasonably secure. Given this, I remain of the opinion that LV did repair the inner door and that it is more likely the property was left secure after each visit.

In response to my provisional decision, Mrs E queried the reports and a call recording and says two further contractors attended after the first visit and this would not be the case if the first contractor had left the property secure. However, it seems to me that they came out because Mrs E said the inner door was not secure and she had disputed what LV had done on the first visit. I do not think this establishes that the outer door was not left secure on that first visit.

Mrs E has also asked about a recording of her call to LV while its contractor was at the property on 31 July 2023. LV says there is no recording of this call but I have seen its notes of the conversation. LV's notes align with what Mrs E says happened at that appointment: LV accepts that its contractor tried to adjust the outer door but was unable to do so and left it in a worse condition than before, as it was unable to close. LV also records that Mrs E wanted to raise a complaint about this.

Mrs E also says that the door and frame were damaged at this appointment. However, I have not seen any persuasive evidence that there was damage caused by LV's contractors. LV has provided some photos of the outer door but they do not show damage other than what it had been asked to attend to repair. And, as set out in my provisional decision, Mrs E's photos show damage to the veneer of part of the frame away from the outer door which, as set out in my provisional decision, I think is unlikely to be due to anything done wrong by LV's contractors. Mrs E has also said that on the second occasion it worked on the outer door, LV's contractor broke the hinges and screws and left the door hanging on one hinge which caused so much force that it damaged the frame. Again, as set out in my provisional decision, the original fault and reason for the claim was that the hinges were damaged and the door had dropped. If the door had dropped this would likely have put additional pressure on the hinges, pulling them away from the frame and causing distortion. And while the door was more out of alignment after the second time it was worked on, this in itself does not mean that contractor damaged the door or hinges more than when the claim was first made.

Having considered everything carefully again, I remain of the opinion that it is likely the hinges needed replacing anyway and I have seen no independent evidence that anything LV did damaged the door, hinges or frame.

Given this, I see no reason to change my provisional decision. I still consider that LV's offer to pay the equivalent amount that it would have cost it to have the door rehung by a two-person team (*i.e.* £194) is reasonable. I also remain of the opinion that some compensation is appropriate, as LV could perhaps have been clearer about the limits of the policy cover and it did work on the outer door again and left it so it could not be closed. I consider the £150 offered by LV is reasonable.

My final decision

I uphold this complaint in part and require Liverpool Victoria Insurance Company Limited to pay Mrs E £194 towards the cost of the door and £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs E to accept or reject my decision before 24 July 2024.

Harriet McCarthy
Ombudsman