

The complaint

Mr F's complaint is about the handling of a claim made under his home emergency insurance policy with UWI Limited.

What happened

In July 2022, Mr F contacted UWI the lock of a bifold external door at his property was faulty and he was unable to secure it. UWI appointed a contractor who attended and temporarily secured the door. UWI then told Mr F he would have to instruct a specialist to carry out a permanent repair, as this is not covered under the policy.

Mr F is very unhappy with the work done by UWI and that it will not carry out the permanent repair. Mr F says UWI's contractor caused more damage to the door, which is now permanently jammed shut and will require a specialist to try to unjam it and repair it. Mr F has also said there is a fire risk to him and his family, as there are no other opening windows or doors in that room.

When Mr F complained UWI told him that it did not cover specialist bifold doors. It also said that the policy provides cover to alleviate an immediate emergency only and that as there are two other external doors at the property and the property is secure, there is no cover for any further work. UWI did however, apologise for the handling of Mr F's concerns about the fire risk and said additional training was provided to the relevant staff.

Mr F remained unhappy with UWI's response to his complaint, so referred the matter to us. He says that when UWI's contractor arrived, he advised that he was not a bi-fold specialist, and that he was not qualified to work on this type of door. However, he said he would try and replace the lock. The contractor stripped out the old lock and replaced it with a lock that he had available but this was not a like-for-like replacement and was not a true fit. The new lock did not properly secure the door as the locking mechanism on the top/bottom of the bifold would not engage. The locksmith had Mr F push on the door to keep it closed and he used a screwdriver to bend/jemmy the door shut, but this then meant that the door could no longer be opened. Mr F says UWI's contractor therefore damaged the mechanism, which was not broken before then.

Mr F also says that the poor claim experience was compounded by UWI's frustrating claims-handling, which led to a great deal of distress and inconvenience. Mr F wants the door repaired and a suitable award for distress and inconvenience.

One of our Investigators looked into the matter. He did not recommend the complaint be upheld, as he was satisfied that UWI had acted fairly and in line with the policy terms. He said the evidence was that the contractor replaced the lock but did not do anything to the mechanism which would have damaged it.

Mr F did not accept the Investigator's assessment. He says by sending a non-specialist this meant the fault with the door was not properly diagnosed; and forcing it shut and jamming the mechanism in has caused damage that means the proper repair will cost more than would have otherwise been the case. Mr F says his contractor was unwilling to attempt

to unjam it to diagnose the problem in case the frame is damaged. While the property was left secure by UWI, he is in a worse position than he was before the claim which is not fair. If the problem had been correctly diagnosed at the outset by a specialist, he could have had the proper repair done immediately.

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

“Mr F’s policy provides cover for various issues that might arise in the home. The section of the policy relevant to this claim says as follows:

“We cover the following...

Repairs caused by the failure of external locks, or damage to external locks, where in all cases the failure or damage means that you are unable to access your home, or you are unable to secure it.”

UWI has said it has done all it is obliged to do under the policy terms, as it made the property secure. It also told Mr F there is no cover for specialist doors and it only needs to alleviate the immediate emergency by carrying out a temporary repair.

However, I have seen no wording in the policy that supports this.

The policy says it will cover the repair and (unlike some home emergency policies) it does not state that this will be a temporary repair only. I have seen no other policy terms that would limit or restrict the repairs that would be carried out in the event of a valid claim, except for the claim limit which seems to be £4,000 ... [for] this type of claim.

UWI also seeks to rely on the following exclusion that applies to this section of cover, which says it will not provide cover for *“Broken, damaged or defective locks, doors or windows which do not cause a security risk to your home”*.

However, this is an exclusion that would be relevant when determining if there is a valid claim under the policy. I do not consider this can be reasonably interpreted as an explanation of the extent of the repairs that would be carried out in the event of there being a valid claim. The policy excludes cover for a broken lock if there is no security risk.... Mr F’s circumstances meant there was a security risk, so he had a valid claim and this exclusion does not apply. As already stated, I have seen no policy terms that would allow UWI to limit the extent of the repairs carried out in the event of a valid claim to making the property secure only.

The policy says it will repair a broken lock and UWI has not done this and has arguably caused more damage by doing the repair it did. I have read the report provided by Mr F’s contractor dated August 2023. It says that the handle ... [was removed and the] internal locking mechanism broken: *“the door will not open and the lock smith jammed the mechanism in to close the door. Door will have to be prised open then a new mechanism fitted to allow the door to operate again.”*

The contractor quoted £849 plus VAT to do the permanent repair.

I note UWI says Mr F's contractor told it he would have done the same thing in order to temporarily secure the property but that is not the point. That may have been a reasonable action to take at that time, pending a proper repair (I make no finding on that point) but it does not mean UWI is not obliged to carry out the proper repair.

UWI also says it does not have bifold door [contractors] in its network but I do not think this reasonably means it does not have to meet its obligations under the policy. The policy also says in the "*How we settle your claim*" section that "*If the loss or damage is covered under your policy, we will decide whether to settle a claim by either repairing or replacing or by making a payment in respect of the damage...*"

In my opinion this is what UWI should have offered when it knew it could not carry out the repair itself. Mr F has provided a quote for the necessary repair. I have no reason to think this is not a reasonable quote for the work. Therefore, based on the evidence available to me, I consider UWI should pay the cost of that quote to Mr F, so he can have the door repaired.

I also consider UWI should pay some additional compensation for the trouble this matter has caused Mr F. I consider the sum of £150 to be reasonable.

Responses to my provisional decision

UWI does not accept my provisional decision. It says:

- It was not aware at the time Mr F notified the claim that it was for a bi-fold door. Mr F told it that the faulty door was a back door and that it would pull shut but the locking mechanism was just spinning round and not engaging. It was only when the engineer attended that it became aware that it was a bifold door.
- There may not be other external doors or windows in the room the faulty door its located but it is only obliged to make the property accessible and secure, which it did.
- In any case, there is another door in the room. UWI has provided a photo of an internal bifold door on a balcony from a room above.
- The policy may not state that it will only do a temporary repair but "*this is where it would be referred back to the home being secure*". The work it did "*rendered the home secure and the emergency was resolved.*" Mr F has several other means of accessing the property.
- A valid claim is up to the point where the property is left secure, again referring back to the policy wording where repairs are carried out where the issue results in the home not being secure.
- The bifold door contractor confirmed that the locking mechanism was always going to need replacing.
- As the claim was dealt with properly, it does not consider compensation is relevant.

Mr F accepts my provisional decision but has asked that I consider the effect of inflation on the quote he provided almost a year ago.

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 considered everything again, including UWI's response to my provisional decision, I am not persuaded to change my provisional finding. I will explain why.

UWI told Mr F that it does not cover bifold doors but there is nothing in the policy that supports this, or that indicates any provisos on the cover for "*repairs caused by failure of external locks*".

UWI also says again that it is only obliged to alleviate the immediate emergency by making the door secure but I still do not agree. Unlike some home emergency policies, Mr F's policy does not state that it will only cover a temporary repair and alleviate the immediate emergency to make the property secure. Instead Mr F's policy states it will cover "*repairs caused by failure of external locks*" up to a claim limit of £4,000.

The "*how we settle your claim*" section of the policy, cited in my provisional decision, does not set any limits or parameters on the extent of the repairs covered. UWI had the opportunity to set out any limits it intended in the policy terms; and I am not persuaded that the policy exclusions can be reasonably interpreted as an explanation of the extent of the repairs that would be carried out in the event of there being a valid claim.

It seems to me that most people would reasonably interpret a policy that provides cover for repairs – and which does not set any limits or parameters on that – would mean that it would cover a proper permanent repair.

In my provisional decision I summarised what had happened to give rise to the complaint and this included relating Mr F's concerns about fire safety, as the door could not be opened to exit the room if necessary. To counter this UWI has recently provided a photo of an internal "*Juliet*" balcony overlooking the ground floor room where the bifold external doors subject to this claim are. It says there is therefore another exit door in that room. I don't see the relevance of this, given the doors in the picture are at first floor level with no way of accessing them from the ground floor. I do not think it adds anything to my consideration of the complaint. I have set out why I did not think that UWI had met its obligations under the policy. This was based on the policy terms and a fair and reasonable interpretation of them.

Even if UWI didn't know when it instructed its contractors that it was a bifold door and its contractor was not able to properly repair it, I think it should have offered to pay for the proper repair to be done, in accordance with the policy terms, once it was aware of this. I therefore remain of the opinion that UWI should pay for the permanent repair of the door.

I did not make any finding in my provisional decision as to whether UWI's contractor caused more damage to the door or not, because I did not think I needed to in order to fairly determine the outcome of the complaint, I say this because it should have carried out the permanent repair for the reasons set out above.

Putting things right

UWI has not commented on the quote Mr F provided, so I remain of the opinion that it is not unreasonable. Mr F has said the quote he received for the door (*i.e.* £849 plus VAT) may have increased with inflation and asks that this be accounted for. Given the time that has passed, I accept this may well be the case. Therefore, if the contractor can confirm their price for the same work has gone up, UWI should pay the amount Mr F is charged. Mr F can provide evidence of any such additional payment.

I also remain of the opinion that an additional sum of £150 is appropriate as compensation for the trouble caused to Mr F.

My final decision

I uphold this complaint and require UWI Limited to do the following:

- pay the reasonable cost of the repair of the door in line with the comments made in the 'putting things right' section above; and
- pay Mr F the sum of £150 compensation for the distress and inconvenience caused by its handling to the claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 6 November 2024.

Harriet McCarthy
Ombudsman