

The complaint

Mrs Y and Mr Y complain about Aviva Insurance Limited (“Aviva”) and the settlement options provided to them following a claim made on their home insurance policy.

Mrs Y has acted as the main representative during the claim and complaint process. So, for ease of reference, I will refer to any actions taken, or comments made, by either Mrs Y or Mr Y as “Mrs Y” throughout the decision where appropriate.

What happened

The claim and complaint circumstances are well known to both parties. So, I don’t intend to list them chronologically in detail. But to summarise, Mrs Y and Mr Y held a home insurance policy, underwritten by Aviva, when the frame of their front door was damaged during an attempted break-in. So, they contacted Aviva to make a claim.

Aviva accepted the claim and instructed their contractor, who I’ll refer to as “E”, to make the door safe and Mrs Y’s home secure. And in line with E’s professional opinion, approved a repair to the door frame. But Mrs Y was unhappy with this, explaining why she felt a full replacement of the door frame was required to place her back in a like for like position.

Aviva responded to Mrs Y’s complaint but didn’t uphold it. They thought they had acted fairly, and in line with the policy terms and conditions, when relying on E’s professional opinion and offering to either repair the door frame or pay Mrs Y a cash settlement to the equivalent value this repair would cost. They also explained if this repair wasn’t successful, they would consider a replacement at this point. Mrs Y remained unhappy with this response, so she referred her complaint to us.

Our investigator looked into the complaint and didn’t uphold it, over several written outcomes. In summary, our investigator thought Aviva were fair to rely on E’s opinion and maintain their stance that a repair could be completed. And they explained why they didn’t think the policy covered Mrs Y for a loss of warranty and why they didn’t think the advice Mrs Y received by Aviva verbally should impact the overall claim decision.

Mrs Y didn’t agree, providing extensive comments and information setting out why. This included, and is not limited to, Mrs Y’s continued belief that Aviva should replace the entire doorframe, in line with the recommendations set out by the company who manufactured and fitted the door and door frame initially, who I’ll refer to as “L”. So, she asked that an Ombudsman reinvestigate her complaint, focusing on the verbal assurances provided to her, the technical concerns expressed by L and how a repair would lead to the loss of the door and door frames original guarantee. So, the complaint has been passed to me for a decision.

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 the complaint for broadly the same reasons as the

investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

Before I explain why I've reached this decision, I think it would be useful for me to set out what I've been able to consider, and how. I note Mrs Y has raised concerns about the conduct of Aviva on phone calls, including how she was made to feel disrespected. But this is an issue that hasn't been raised with Aviva first and so, in line with the rules we work within, falls outside of our jurisdiction to consider. And I won't be commenting on this point further.

I will however consider the advice Mrs Y was given on these calls, as I'm satisfied this advice is directly related to the complaint Mrs Y raised with Aviva, which centres around the options provided to her to settle the claim. And I note Aviva were given a chance to provide their comments to this point by our investigator.

I also want to make it clear it is not my role, nor the role of our service, to re-underwrite Mrs Y's claim as we don't have the expertise to do so. So, I won't be speculating on how I think the claim should be settled. Instead, it is my role to consider the actions Aviva have taken, and the service they have provided, considering all the information available to them at the time to decide whether I'm satisfied they acted fairly and reasonably.

I also think it would be right to recognise the impact this complaint has had on Mrs Y from the outset. I want to make it clear to both Mrs Y and Mr Y that I appreciate their need to raise a claim on their policy with Aviva arose from an attempted break-in at their home, which I've no doubt would've been upsetting for them. I also want to recognise that Mrs Y and Mr Y would've most likely purchased the policy with Aviva to assist them both practically and financially in a situation such as the one they found themselves in. So, when Aviva's proposed options to settle the claim failed to meet Mrs Y and Mr Y's expectations, I can understand why they would feel unfairly treated and choose to raise a complaint. Especially when they held an opinion from L, the original door fitting company, they felt supported their position.

But for me to say Aviva should do something differently, I first need to be satisfied they have done something wrong. So, in this situation, I would need to be satisfied they have failed to act within the terms and conditions of the policy Mrs Y held when putting forward their settlement options. Or, if I think they did act within these, I'd need to be satisfied they have acted unfairly in some other way that should be compensated for. In this situation, I don't think that's the case and I'll explain why.

I've read through the policy terms and conditions at length. And these make it clear Aviva can *"choose to settle your claim by repairing, rebuilding, giving you an equivalent replacement or making a payment"*. They go on to explain that *"If we are able to repair, rebuild or replace your property but agree to settle using cash or a voucher, we will only pay you what it would have cost us to repair, rebuild or replace it"*.

In this situation, I can see E gave Aviva their professional opinion that Mrs Y's door frame could be repaired. And in line with our approach, Aviva are fair to rely on the opinion of the expert in this situation, which was E. So, in line with the terms quoted above, I'm satisfied Aviva were able to arrange for this repair to be completed or, should Mrs Y not want this, then make a payment based on what it would've cost them to complete the repair. And from what I've seen, this is what they have done. So, I'm satisfied Aviva have acted in line with the policy terms and conditions when attempting to settle the claim.

But as I've explained above, I must also be satisfied Aviva acted fairly and reasonably when

doing so. And I want to reassure Mrs Y I've considered all the arguments and information she's put forward to support her opinion Aviva failed to do so, even if I haven't spoken to them specifically, in line with our services informal approach.

I recognise Mrs Y has disputed E, and so Aviva's, position that a repair is possible that would place her back in a "like for like" position. And she's provided L's opinion that she feels support this.

But crucially, where there are two professional opinions provided, I must then consider which of these are more persuasive when deciding whether I think a business has acted fairly. In this situation, while I appreciate why Mrs Y feels L's opinion is more persuasive as the original manufacturer and fitter of the door frame, I must also consider the fact that L stand to gain from their opinion that the entire frame needs to be replaced, as they would be the contractor providing and fitting this new frame. So, I don't think I can say L's opinion is independent.

And when this is considered against my understanding from the information provided that L reached their opinion based on verbal testimony and photographs, compared to E's opinion which was reached by them attending Mrs Y's home and physically inspecting the damage, I'm satisfied Aviva have acted fairly and reasonably when continuing to rely on E's opinion. Our services approach to situations where there are conflicting professional opinions is that it is reasonable to place more weight on the opinion of the expert who physically inspected the damage, and this is what Aviva have done here.

I've also considered Mrs Y's comments regarding the advice she was given on a call with Aviva, which she kindly transcribed as well as provided a copy of. I've listened to this call, alongside Mrs Y's transcription. And I think it's relatively clear Aviva did discuss a replacement, rather than making it clear a repair would also be an option. So, I can understand why Mrs Y feels misled by this.

But crucially, I must note this was the initial claim call. And Mrs Y made it clear in the claim description that she felt the front door had been irreparably damaged. Mrs Y explained to the advisor that *"the front door is ruined"* and *"we have a good front door. We don't anymore"*. Considering the advisor at this point didn't have access to any information other than Mrs Y's testimony, I don't think they were unfair to rely on this when discussing next steps. And based on this testimony, I don't think it was unreasonable for the advisor to discuss replacements, as Mrs Y suggested the door was irreparable.

In hindsight, in line with E's opinion, it has since transpired this isn't the case. But I don't think Aviva's advisor would have had a reasonable possibility of knowing this at the time. So, I must take this into consideration.

That being said, I do think the advisor could have, and should have, made it reasonably clear a repair may still be considered. And they didn't do this. But crucially, for me to say Aviva should compensate Mrs Y for this, I'd need to be satisfied this mis-advice led Mrs Y to take different action to what she would have done, if this advice had been correct.

Mrs Y has said had a repair been discussed, she would have chosen to withdraw the claim, to protect her no claims discount. But I'm not persuaded this is what would have happened, based on the information I have, and the balance of probability. This is because at the time Mrs Y made the claim, I think it was reasonably clear she believed the door had been irreparably damaged. And she had already expressed her concern that the damage had left her home unsafe. Mrs Y didn't have home emergency cover on her policy and so, for Aviva to attend Mrs Y's home and make her home safe, she would've needed to make a claim on the policy.

Considering the urgency of the situation, and that any withdrawal would lead Mrs Y to have to arrange, and cover the costs of, making her home safe and then any repair/replacement, I'm not persuaded Mrs Y would've taken different action had Aviva explained every eventuality. So, in this situation, I don't think Aviva need to do anything further regarding this aspect of the complaint.

Finally, I've then turned to the third main point Mrs Y asked to be considered as part of my review, which focuses on the loss of the doors 10-year guarantee. And I'm satisfied that any repairs completed by Aviva would invalidate the guarantee L provided to the door, and it's frame.

But crucially, the policy Aviva provides makes it clear that Aviva won't cover "*any loss in value, including any loss that is not the direct result of the insured incident*". And I think any loss of guarantee would be included under this exclusion. So, I don't think the loss of L's guarantee should impact, or alter, the settlement options Aviva have put forward.

Aviva have confirmed any work completed by E would be guaranteed for 1 year. And as I've already set out above, they have agreed to consider a replacement should a repair be attempted and unsuccessful. Should Mrs Y wish to ensure the original 10-year guarantee remains in place, she would need to instruct L to complete the work they deem necessary. If L are only willing to complete a full frame replacement, it is up to Mrs Y whether she wants to proceed with this work. In this situation, Aviva have confirmed they would continue to pay Mrs Y a settlement in line with what a repair would have cost them to arrange. And for all the reasons above, I don't think this is unfair, or unreasonable. So, I won't be directing Aviva to do anything more on this occasion.

I understand this isn't the outcome Mrs Y and Mr Y were hoping for. And again, I want to make it clear all the information available has been considered, even if it hasn't been commented on specifically. I note that additional repair work is required to the brickwork and internal walls of Mrs Y's home, which have yet to be arranged. While I don't think this is unreasonable of Aviva, as they are still engaged in discussing the main issue which centres around the door itself, I would expect Aviva to engage with Mrs Y moving forwards to ensure this repair work is also arranged, or cash settled, in line with the terms and conditions of the policy.

My final decision

For the reasons outlined above, I don't uphold Mrs Y and Mr Y's complaint about Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs Y and Mr Y to accept or reject my decision before 12 March 2025.

Josh Haskey
Ombudsman