

The complaint

Ms K complains that a locksmith appointed by Aviva Insurance Limited when she made a claim on a home emergency insurance policy caused damage to her property.

What happened

Ms K held a home emergency insurance policy with Aviva. She locked herself out of her property and contacted Aviva. It sent a locksmith who was able to gain access to the property.

Ms K subsequently contacted Aviva to say the door was loose, so a locksmith attended again. They made some further fixes to the door.

Ms K contends that following this the door remained loose and as a result damp got into the property and caused mould to develop in the property. She complained to Aviva about the quality of the work done by its appointed locksmith, and also the conduct of the locksmith on the second visit.

When Aviva rejected her complaint, Ms K referred it to our service. Our investigator didn't think Aviva had done anything wrong. Ms K didn't agree and asked for an ombudsman's 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.

I note the terms and conditions of Ms K's policy say cover is provided to replace the door lock and keys in the event of keys being lost or stolen. However, in Ms K's case, neither the keys nor lock needed replacing, as the locksmith was able to gain access to the property by "slipping" the lock. It seems Aviva has accepted liability for its locksmith's actions under this section of the policy.

I know how strongly Ms K feels the damage to her property arose as a result of the locksmith's actions. She's said the door was loose following the visits and this allowed damp to enter the property and cause the damage.

In order to say the locksmith (and by extension Aviva as the locksmith was acting on its behalf) is liable for the damage, I'm satisfied I need to be able to say yes to two questions:

- Was the work carried out by the locksmith below an acceptable standard? In other words, did the locksmith cause damage to the door that was wasn't properly repaired or resolved?
- Did that damage cause the mould to develop, leading to further damage to Ms K's property?

With regards to the first question, I'm aware a locksmith attended Ms K's property twice. The

second visit occurred after she said the door was loose. It seems to be agreed that on that visit, the locksmith tightened some bolts and oiled mechanisms in the door. They explained the door would effectively settle and be secure after a period of time.

Other than Ms K's contention that the door remained loose, I haven't seen any evidence from another locksmith or other engineer or expert to show that a locksmith acting for Aviva damaged the door and didn't properly repair it. I haven't seen a causal link between the lock being slipped and the door being loose. The cover provided by Aviva doesn't make them liable for general maintenance or wear and tear to Ms K's property.

I'm also conscious that there was a period of nearly a year between the locksmith visits and Ms K contacting Aviva to say the door remained loose and had caused damage. If the repair done by the locksmith hadn't had any effect on the door, then I think it's reasonable to say Ms K would have been in contact with Aviva sooner. I know Ms K says that after the locksmith attended it was spring and summer, so the weather in that period meant the mould hadn't developed, and it did so when autumn and winter weather conditions arrived. However, presumably the door would have remained loose in that period and so Ms K would have been expected to contact Aviva to say this. If the door loosened over that period, then that suggests a maintenance or wear and tear issue, as opposed to a poor repair.

So on balance, I don't think I can say the actions of the locksmith fell below the required standard. It seems to me that on being notified the door was loose, they attended and made further repairs. Ms K hasn't demonstrated that those repairs weren't adequate.

Even if I were to conclude that this was the case, in order to ask Aviva to cover the cost of repairing damage caused by the mould, I'd need to see some evidence that the condition of the door caused that. I don't have such evidence. I know the damage identified is near the door, but the proximity alone doesn't demonstrate the door being loose caused this. There could be other factors could cause this and in the absence of any expert evidence from a surveyor or engineer for example linking the mould and related damage to the door then I don't think it would be fair for me to make that conclusion.

I conclude that Aviva isn't liable for the damage caused by the mould.

Ms K was also unhappy with the behaviour of the locksmith on their second visit. She thought they'd been rude and aggressive. There's an audio recording of the locksmith's visit and while this suggests there was a disagreement between Ms K and the locksmith about the issues with the door, I don't think their conduct was inappropriate. The locksmith observed they were a professional and their actions were in line with that experience. While Ms K may not have agreed with what they did, I think it was fair for the locksmith to carry out the repairs they thought were needed and appropriate, and to explain that to her. I can't agree the behaviour of the locksmith was unreasonable.

My final decision

I don't uphold Ms K's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms K to accept or reject my decision before 9 July 2025.

Ben Williams
Ombudsman