

## The complaint

Mr W has complained about work carried out by Aviva Insurance Limited ('Aviva') following a claim under his home emergency insurance policy. For the avoidance of doubt, the term 'Aviva' includes reference to Aviva's agents and contractors for the purpose of this provisional decision.

## What happened

Mr W reported a damp problem at his property to his insurers, Aviva, in 2023. Aviva agreed to complete a leak detection exercise, and to then carry out work to a soil vent pipe. Aviva instructed a surveyor to assess damage caused. It acknowledged that rust had landed on the step and French doors at Mr W's home.

Unfortunately, Aviva was unable to bring the doors back to pre-loss condition. It therefore eventually arranged for replacements to be installed. Mr W wasn't satisfied that the replacements were like for like. He complained that the new French doors didn't open and lock independently as his original doors had done. Mr W complained to Aviva and thought that Aviva was being misled by its contractors; however, Aviva considered that it had fairly and reasonably addressed Mr W's complaint, and it maintained its position.

Mr W then referred his complaint to this service. The investigator partly upheld Mr W's complaint but didn't think it was proportionate to ask Aviva to pay for further replacement doors. The investigator's view that Aviva should pay Mr W £500 in compensation as a result of the loss of enjoyment of a function that his doors had previously provided.

Mr W remained unhappy about the outcome of his complaint and the case was therefore referred to me to make a final decision in my role as Ombudsman. In early May 2025, I issued a provisional decision for this complaint and explained why I was minded to uphold Mr W's complaint as follows: -

*'I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.*

*Aviva had accepted that it would replace Mr W's French doors following damage to the originals. The central issue for me to determine is therefore whether the replacements fairly and reasonably placed Mr W back into the position that he was in before they were damaged. On a provisional basis, I don't consider that Aviva treated Mr W in a fair and reasonable manner in all respects, and I'll explain why. In reaching this decision I've considered the parties' submissions as summarised below.*

*Firstly, I turn to Mr W's submissions. Mr W said that the locking mechanism for the new doors should have been replaced on a like for like basis. He said that if his original doors had enhanced features above the standard regulations, then the new door should match them. He didn't consider he should have had replacements which were below the functions and features of his previous doors. He said that the shoot bolts in each original door was an additional security feature and enabled the independent locking of the doors.*

*Mr W said that he'd raised concerns with Aviva's agents after the doorframe was delivered, as the new frame didn't match the existing frame. There were then significant delays in installing doors, as well as 'snagging' issues. He said that installation didn't take place until nine weeks later due to multiple factors, including the need for Aviva to re-order certain items. Mr W said that he was assured that the door met all of his requirements and that the doors had been replaced on a like for like basis. He said that he wouldn't have been aware of the door-lock issues until the doors were installed.*

*Mr W made it clear that he then raised his concerns about the security and functionality of the doors with the relevant contractors in June 2024. He said he was told to take up the issue up with Aviva's agents, and he did so. He was disappointed that there had been more than one visit to assess the work required, but that Aviva hadn't provided a like for like replacement. He felt that it was presumptuous of the contractor not to have checked the original type of lock. He said that at the time he raised his concerns, the original dismantled doors were in his garden, but Aviva's agents weren't interested in verifying his concerns.*

*Mr W was able to produce a specification from a door company which had top and bottom shoot bolts which could open and lock independently. He also produced an extract from a technical guide showing the independent locking mechanism. He didn't agree with Aviva's position that all doors work the same way with a 'slave' and 'master' door. He said that he'd always had French doors that had opened and locked independently, although he was unable to provide invoices or guarantees to show the functionality of his original doors.*

*Mr W explained that he had French doors in another the part of the house which had the same independent locking function as the door that was replaced, and he provided photographs to show these. Mr W stated that he was told when the original doors were installed that they would provide greater security and that he would be able to lock either door while the other side was open.*

*I now turn to Aviva's submissions in response to Mr W's complaint. It considered that the locking mechanism in the replacement doors complied with Building Regulations and were used in 'most UPVC doors everywhere' and it assured Mr W that they were secure. Aviva stated that the replacement doors comprised of a specialist order and were made to measure. It had expended a very significant sum in carrying out remedial work.*

*Aviva acknowledged that after the works had been completed, Mr W had contacted it to say that he was concerned about functionality of the doors. It considered that they were fit for purpose however and declined to replace the doors again. Its agents had said that the doors locked to a standard lock system, and that all doors worked the same way. It explained that in this case, the master door could open but that there wasn't a need to open the other door. It said that this was a single door width, albeit French doors had been installed. It said that for anyone to get in and out, both doors would need to be opened in any event.*

*Aviva stated that the contractors were adamant that the doors had been replaced on a like for like basis. It said that the fitter also verified this. It provided technical information as to how the doors worked. In conclusion, it was confident that the doors had been replaced on an exact like for like basis and that the doors were working as they should.*

*I now turn to the reasons for my decision to provisionally uphold Mr W's complaint. This is a finely balanced provisional decision, however on the available evidence, I can't say that Aviva provided Mr W with like for like replacement doors following damage caused by Aviva to his original doors. The independently locking function was important to Mr W, and on balance I consider that it would be fair and reasonable to expect Aviva to replace the doors with doors that could be independently locked.*

*I appreciate that a most unfortunate sequence of events led to the current complaint and that Aviva had fairly and reasonably accepted the original insurance claim in relation to soil vent pipe damage and carried out necessary works. I've noted the photographic evidence of the resultant damage to the French doors. Again, I consider that it acted in a fair and reasonable manner in recognising the issue, and firstly agreeing to clean the doors and in ultimately agreeing to replace the doors, as they couldn't be successfully cleaned.*

*The fundamental principle which then applies when such damage occurs is that an insurer is expected to place consumers back into the position they would have been in if the incident hadn't occurred. Whilst it's not always possible to provide exact replacements, for instance in a case where a particular design is no longer manufactured, or the cost has become prohibitive, Mr W has been able to provide persuasive evidence that it remains possible to provide French doors which can be opened and locked independently. I'm satisfied that all doors don't work in the same way as argued by Aviva. Mr W has produced compelling evidence to the contrary, as well as company specifications and a recent quote for the work.*

*The first point to determine is what available evidence there is to show that Mr W did previously have independently locking French doors at this location. Aviva said that its contractor and fitter were adamant that the doors replaced the previous on a like-for-like basis. Mr W was equally adamant that Aviva didn't replace the doors on a like-for-like basis.*

*The difficulty in this case is that neither party retained physical or photographic evidence of the locking function of the original doors. It's not clear why Mr W felt that he wouldn't have been aware of the issue until after installation as the doors had been delivered and on site for quite some time. Equally, it's not clear why Aviva's agents hadn't taken the opportunity to inspect and photograph the original doors which had been left in Mr W's garden. I also note Aviva's point that the space which the doors occupy does seem narrow and as such, it questioned the need to open or indeed lock the two doors individually.*

*This is therefore a finely balanced matter, however overall, I'm persuaded by Mr W's submissions that the original doors would have been likely to match other French doors in the property, which similarly had independently locking doors. I therefore find on a provisional basis that Mr W's original French doors were likely to have had independently locking doors.*

*The next point to determine is whether Aviva should fairly and reasonably have provided independently locking French doors. It's clear that Aviva supplied French doors which couldn't be separately and individually opened and locked. Whilst this function may not be a function which all customers would consider to be critical, it was clearly a function that Mr W considered to be important and useful. I'm persuaded that when he had his original doors installed, Mr W was led to believe that the locking features provided additional safety.*

*Whilst there's an argument that Mr W should have stressed from the outset that the original locking features were critical, I'm persuaded that the onus was upon Aviva to ensure that it had provided a like-for-like product in terms of the features which were important to the customer. It had an ample opportunity to discuss this with him. It's reasonable to expect that features such as the type of glass, frame as well as the locking device would be important to the customer.*

*Again, this is a finely balanced matter, however I conclude on a provisional basis that Aviva should have provided like-for-like windows in terms of locking functionality. If the original French doors could be opened and locked independently, then so too should the replacement doors. My provisional conclusion is therefore whilst the doors provided by Aviva may have complied with the relevant Building Regulations and may have provided a suitable alternative to some customers, they didn't offer a like-for-like solution in terms of a feature*

*which was important to Mr W, and reasonably so.*

*Whilst I appreciate that the whole episode, including the pursuit of this complaint, will have caused inconvenience and frustration for Mr W, as stated above, ultimately this is a finely balanced case. Whilst I have provisionally upheld Mr W's complaint, I don't consider that Aviva acted in a wholly unreasonable manner in all respects. I consider that Aviva had an arguable case that the replacement doors would have been considered as safe, and only marginally less convenient for many customers. In these circumstances, I don't intend to award compensation for distress and inconvenience caused to Mr W in addition to further replacements or a cash settlement. The investigator referred to loss of future enjoyment of the function in recommending £500 compensation in the first instance. However, this provisional decision will ensure restoration of that function.*

*In the circumstances, my provisional decision is that I'm minded to require Aviva to settle the matter as follows. In accordance with the terms of the relevant policy, it will have the option of again replacing the French doors with doors which replicate the originals in terms of functionality and appearance, or to reimburse Mr W the sum of £5,569 once he provides evidence of payment of the invoice for the quoted amount.'*

In my provisional decision, I asked both Aviva and Mr W if they had any further comments or evidence which they would like me to consider before I made a final 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.

Aviva responded in relation to the options for settlement, but didn't make any further submissions or provide any further evidence in relation to the substantive issue. Having reviewed the provisional decision received, it simply commented that it would prefer if Mr W went for the second option. It confirmed that If Mr W arranged for his private engineer to replace the door, as per the quotation received, it confirmed that it would reimburse the costs incurred upon receipt of a paid invoice to confirm the works had been completed.

Mr W didn't respond to the provisional decision within the required timescale given in relation to the provisional decision.

In the circumstances, I've concluded that the provisional decision provides a fair and reasonable outcome to Mr W's complaint. For the avoidance of doubt and in accordance with standard industry practice, it's for Aviva to decide which of the two options it wishes to adopt. In the circumstances, Mr W will need to produce a duly receipted invoice in order that the matter may now be concluded promptly.

### **My final decision**

For the reasons given above, I uphold Mr W's complaint and require Aviva Insurance Limited to do either of the following (at its own option) in response to his complaint;

- To again replace Mr W's French doors with doors which provide a like for like replacement of the original doors in terms of appearance and functionality, or
- To pay Mr W £5,569 on provision of a receipted invoice in relation to the quote which he's recently received.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or

reject my decision before 27 June 2025.

Claire Jones  
**Ombudsman**