

## **The complaint**

Mr R is unhappy that Aviva Insurance Limited (“Aviva”) refused to reimburse the cost of a replacement lock under his home emergency policy.

Any reference to Aviva should be taken to include anything said or done by its agents.

## **What happened**

The background to this complaint is well-known to both parties, so I’ve summarised what I think are the key events.

Mr R’s front door wouldn’t lock from the inside, so he claimed under the home emergency section of his policy. To begin with, Aviva said an appointment was available for two days later. Mr R was unhappy with the wait, so Aviva said it would call back within two hours. Forty minutes later, Aviva called to confirm that a same day visit would be completed in a timeframe of around four to six hours.

Mr R didn’t want to wait that long because it would be late at night, he wasn’t confident the appointment would take place, and he didn’t think his family would be secure in their home. So he arranged for a locksmith to attend. The lock was replaced and Mr R paid over £800 for the repair.

The following day, Mr R asked Aviva to reimburse the repair cost, but it refused. Aviva said that because the repair hadn’t been authorised in advance, reimbursement wasn’t covered by the policy. Unhappy with its response, Mr R complained.

Aviva issued a final response letter, dated 22 January 2025, in which it said that because an appointment was offered for the same day, and Mr R didn’t seek authorisation for incurring the charges, it didn’t uphold his complaint.

When one of our investigators looked into Mr R’s complaint, she thought Aviva had responded in line with the terms and conditions of the policy. So our investigator didn’t uphold Mr R’s complaint.

Mr R didn’t agree. He said that while the policy might not cover reimbursement, it was unfair to apply the conditions so strictly in his circumstances – that is, when considering his family’s safety. He asked for an ombudsman to look at his complaint, so the complaint was passed to me to decide.

## **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, while I realise this will come as a disappointment to Mr R, I’ve decided not to uphold his complaint.

The Financial Conduct Authority’s rules (ICOBS 8.1.1) say that insurers must handle claims

promptly and fairly. And the policy sets out the detail of the contract between Mr R and Aviva.

Looking at the policy, it covers repair of broken locks for external doors which leave the property insecure. This does not seem to be in dispute and I note that Aviva did offer a same day appointment once Mr R confirmed he could not lock his front door from the inside. Although Mr R didn't think between four and six hours was soon enough, I don't find it an unreasonable timeframe within which to expect a call-out appointment.

Mr R arranged his own lock replacement without first seeking authorisation to do so from Aviva. The policy excludes cover for, "*The costs of any work carried out by you or people not authorised by us in advance.*" Again, I don't think this policy exclusion is disputed. The overriding point of Mr R's complaint is that he doesn't think it was fair that Aviva applied the exclusion in his specific circumstances.

I've thought about Mr R's description of the circumstances and whether Aviva ought to have treated him differently to the policy provision. The front door could be locked from the outside but not the inside. Mr R hasn't said whether the front door could've been locked from the outside to secure the house, while using a side or rear door for access. Nevertheless, Aviva accepted that it was an emergency and offered a same day appointment.

I understand Mr R rejected the appointment because he didn't want to chance waiting until late that night for the locksmith to arrive. So he made his own arrangements. Given that he was in contact with Aviva, I think it's reasonable to say that he could've asked for permission to arrange his own locksmith. I'm not persuaded by the evidence that he did.

While I don't doubt that Mr R was concerned for the safety of his family, I'm not persuaded that his circumstances were any different to another policyholder who couldn't lock their front door from the inside. It follows, then, that I'm not persuaded Aviva ought to have treated him any differently when applying the policy terms.

The policy excludes cover for the cost of work not authorised in advance, and Mr R didn't seek permission to make his own arrangements. As I've not seen any evidence to show that Mr R's circumstances warranted a departure from the policy terms and conditions, I'm satisfied that Aviva declined his request for reimbursement in line with the policy, and fairly in the overall circumstances. I see no reason to ask Aviva to reimburse the cost of the replacement lock.

**My final decision**

For the reasons I've given, my final decision is that I don't uphold Mr R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 3 December 2025.

Debra Vaughan  
**Ombudsman**