

The complaint

Ms G has complained about the service provided by Aviva Insurance Limited when she claimed under a home insurance policy.

What happened

The background to this complaint is well known to the parties so it serves no purpose for me to repeat the details in full here. In summary Ms G made a claim as she had lost the keys to her front door. Her policy, underwritten by Aviva, provides cover to replace locks when keys are accidentally lost or stolen.

Two contractors separately attended but the lock wasn't changed. Ms G's testimony is that the first said he wasn't qualified and the second required Ms G to sign a disclaimer. Ms G then found keys to a patio door and gained access. The following day she found a spare set of keys to the front door and advised she no longer needed a locksmith but wished her complaint about the service she had received to be investigated.

Aviva ultimately offered £100 in compensation to resolve the matter, but our investigator recommended that compensation be £200.

Aviva didn't agree to this or accept Ms G's version of events. It sent in its supplier's testimony of events and a statement from its customer care team which said as follows:

All Response Engineers, Surveyors and Fitting Engineers are signed off and pass all the checks necessary due to the nature of our business working with insurers, including health and safety.

As no agreement was reached the matter was passed to me to determine. I issued a provisional decision saying as follows:

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

I'd like to reassure Ms G that whilst I've summarised the background to this complaint, I've carefully considered all the submissions she has made. In this decision though I've focused on what I find are the key issues here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. Having considered, amongst other things, the contract terms, regulatory rules and the available evidence I think compensation is merited. In all the circumstances I find £100 is fair to resolve this complaint. I will explain why.

- *There is a conflict of evidence. This is as to whether the first contractor sent to work on the lock said he was qualified or not. I accept that this contractor would have passed all the necessary checks. That said I think it likely that there was some kind of misunderstanding. The contractor said Ms G asked him if he was able to pick the*

lock – and he responded that he wasn't qualified to do so. It may be that this is where a misunderstanding arose. But on the evidence before me I'm not able to conclude that there was a failing here on the part of Aviva.

- The second contractor arrived the same day. By this time Ms G had found a spare key to her patio door and the contractor was going to remove the front door lock from inside. Ms G expected that he would put protective covers down on her carpet. He didn't do so but asked Ms G to sign a disclaimer. Ms G then asked the contractor to leave her property. Aviva accepts Ms G was asked to sign a disclaimer. Ms G found this upsetting – she says that she has very expensive white carpet and 'high spec' furnishings.*
- Aviva advised that the damage disclaimer was regarding, for example, damage to the door/frame if a small amount of force needed to be used to get the door open. It said that if on the rare occasion marks were left on the carpet this would be investigated and discussed further. It advised this Service that any damage caused by its appointed contractors would be remedied. I don't doubt this is so, but at the moment that Ms G was presented with the disclaimer to sign there is nothing to suggest this was explained.*
- In all the circumstances I have no doubt that Ms G was extremely distressed by this episode. She didn't think she should have been asked to sign a disclaimer and didn't want to do so. I need to consider the impact of the matter on Ms G – that is I must take a subjective approach. Ms G was clearly very concerned that damage might be caused to her home and understandably she didn't want this to happen. She was upset and inconvenienced. I'm currently persuaded that compensation is due for the service she received. I find that £100 is fair.*

I invited the parties to provide any further comments or evidence for me to consider but said that unless the information changed my mind, my final decision was likely to be along the lines of my provisional decision.

Ms G didn't agree with my provisional decision. In summary she reiterated points she had made previously, including the cost of her carpet. She didn't accept the evidence as to what was said by the contractor - and categorically denied that she asked the contractor to pick the lock. She felt that this was a ridiculous statement. Ms G felt that compensation of £100, £200 or £500 was not acceptable and there should be an adequate fine.

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 do understand how strongly Ms G feels about this case, but her latest submissions have not persuaded me to depart from the conclusion I reached in my provisional decision.

I say this because I found that there was a conflict of evidence as to what was said when the first contractor arrived. I am not able to determine precisely what was said – I found that it was likely there was a misunderstanding – it may be that this was on the part of the contractor, I am not able to reach a conclusion. But I was satisfied that the contractor would have passed all necessary checks required for him to be sent to call outs such as Ms G's, and so I provisionally found there was no fault on the part of Aviva. I remain of that opinion.

As I said, I understand that it would have been upsetting for Ms G to sign a disclaimer and that she was worried about damage to her home. For this reason she didn't wish the job to

proceed – this is understandable and meant no damage was caused.

It is not the role of this Service to regulate or punish financial firms and we don't issue fines. However I recognised the distress caused to Ms G by the incident and found that compensation of £100 was merited. For the reasons given in my provisional decision, which I adopt here, I remain of the opinion that this is a fair amount in all the circumstances.

My final decision

My final decision is that I uphold this complaint and require Aviva Insurance Limited to pay Ms G £100 in compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 12 March 2026.

Lindsey Woloski
Ombudsman