

## **The complaint**

Mrs S and Mr S complain about Liverpool Victoria Insurance Company Limited (“LV”) for its approach to settling their claim after a break in. They want LV to replace their door with a new, warrantied, door.

## **What happened**

Mr S and Mrs S insured their home with LV.

In early 2023, Mr S and Mrs S suffered a break in at their home. The burglars smashed the glass in their UPVC back door to gain access and took some items from their home. When Mr S and Mrs S returned home, they reported the break-in to police and the door was temporarily boarded up.

Mr S and Mrs S submitted a claim to LV for their broken door. LV reviewed the claim and was confident that its own door contractors could repair the door by replacing the glass and repairing cosmetic damage.

On this basis, LV offered Mr S and Mrs S a repair to be carried out by its contractors, or alternatively a cash settlement of around £600, which equated to the amount their contractors would charge for the repairs.

Mr S and Mrs S rejected that offer. They wanted a replacement door. They argued that the door had been warrantied by the manufacturer and that the repair being carried out by a third party would void their warranty.

They obtained information from the door manufacturer which indicated that the door was built as a sealed single unit and could not be repaired without compromising the integrity and security of the door. The manufacturer quoted around £6000 for a replacement door, later reducing this to around £4300.

LV declined to replace the door and maintained its offer to repair, or to cash settle at the cost of repair.

Mr S and Mrs S complained. They felt that they were being asked to accept a less secure door, which no longer benefitted from a manufacturer’s warranty, and they did not feel that this was appropriate indemnity.

LV sent its final response in April 2023, rejecting the complaint and maintaining its position.

Mr S and Mrs S contacted us. Our investigator considered the evidence available and recommended that the complaint be upheld. They felt that the information supported that the door could not have the glass replaced without reducing the security of the door.

LV did not accept this and asked for an ombudsman decision. Since then, Mr S and Mrs S allowed LV to carry out a repair of the door as it had remained boarded up and they were concerned about security. The repair was completed in June 2023. Mr S and Mrs S still wished the door to be replaced and they have detailed that they do not feel appropriately

compensated by the repair.

I made further enquiries with the parties and issued a provisional decision in respect of this matter in September 2023. In that provisional decision I set out that I did not think LV's offer and repair were unreasonable. Mr S and Mrs S had not been able to demonstrate to me that there was a warranty valid on the door before the break in, so I was unable to say that LV needed to indemnify a loss of this. I considered that the repairs to the door appeared to be satisfactory and a reasonable response. I therefore did not consider that LV needed to do anything else, and I thought the complaint ought not to be upheld.

That provisional decision has been shared with the parties and they have been invited to comment.

Mr S and Mrs S have responded. LV has not submitted any further comments.

### **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.

Mr S and Mrs S dispute some of my comments in the provisional decision. Specifically, they do not accept that the door is returned to the correct shape and they advise that there is a widening gap between the door and the frame as you move from top to bottom of the door, and that the locking mechanism moves in and out within the frame. They also note that the gasket is uneven around the glass.

They believe that the thermal properties of the door have been compromised and they have referred to the manufacturer's information which details that the door should last for 35 years.

They have also provided a certificate for the door, which states that "the PVC-U doorsets will function satisfactorily for a period in excess of 35 years, subject to the necessary maintenance being performed". This certificate details that it was first issued in June 1994.

I have considered the additional comments and evidence from Mr S and Mrs S but I remain of the view previously expressed in my provisional decision.

I do not consider the certificate which has been provided to amount to a warranty, and I have not seen that the door had a warranty remaining on it. It appears to be around 29 years old and I have not seen evidence that the manufacturer provided any warranty of that length.

I note that Mr S and Mrs S are unhappy with elements of the repair that has been carried out, but the concerns they have now raised are new issues which were not put to the business to respond to. This complaint was about whether the approach of LV was reasonable in its offer to repair or cash settle at the cost of repair, rather than providing a replacement.

If Mr S and Mrs S are unhappy with the way the repair was carried out, they can complain to LV again about this and LV should consider those concerns in the usual way. They will then be free to refer their complaint to us, if necessary, after LV has been given a chance to comment.

On the evidence that I have seen, I remain of the view that LV's offer to repair or cash settle the door for the cost of repairs was a reasonable approach to the claim, and I do not uphold this complaint.

I realise that this will be disappointing to Mr S and Mrs S, but I hope they feel that their complaint has been considered fully.

### **My final decision**

For the reasons given above, and in my provisional decision, I do not uphold Mr S and Mrs S's complaint and I do not ask Liverpool Victoria Insurance Company Limited to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S and , S to accept or reject my decision before 17 November 2023.

Laura Garvin-Smith  
**Ombudsman**