

The complaint

Ms J complains about Evolution Insurance Company Limited's handling of her home emergency insurance claim.

Evolution is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As Evolution has accepted it is accountable for the actions of the agents, in my decision, any reference to Evolution includes the actions of the agents.

What happened

In September 2022, Ms J took out a home emergency policy with Evolution. The policy included cover for the breakdown of her boiler and central heating system.

In December 2022, Ms J made a claim under the policy after her boiler stopped working. She paid the policy's £95 excess fee and an engineer from Evolution visited her property a few days later. Ms J says the engineer carried out some repairs to burst pipes, but plasterboard needed to come off before part of the pipework could be repaired. She says she was told to wait for a thaw to take place so he would know for sure what the boiler problem was.

Ms J contacted Evolution again a few days later, after the frost was gone, but further repairs weren't carried out. After further contact from Ms J, Evolution told her that the pipes behind the wall weren't covered under the policy's terms and conditions because the fault wasn't accessible. Ms J disputed this and raised a complaint.

Evolution agreed to send out another engineer and Ms J arranged for plasterboard to be taken down prior to his visit to ensure the work could be done.

The engineer fixed the burst pipes and made a temporary repair to the boiler. The next day, Ms J contacted Evolution because the boiler wasn't working again. An engineer visited five days later and told Ms J the boiler needed a new part. Ms J says she was told a new part was being ordered. However, she was later told that her boiler was deemed beyond economical repair.

Evolution's approved installers gave Ms J a quote for a new boiler. Ms J asked if she'd receive a £250 contribution towards this and return of the £95 excess she'd paid. But she was told she wasn't entitled to this as she'd had the policy for less than 12 months.

Ms J raised another complaint with Evolution. She said she'd been without heating for over six weeks, despite her mentioning that an elderly person with dementia was living with her over the holiday period. She also raised several concerns about Evolution not acting in line with the policy's terms and conditions.

Evolution said it had acted in line with the policy's terms and conditions. It said it had updated these in November 2022 and could evidence it had sent these to Ms J. It apologised for a delay in sending engineers to Ms J's policy and offered her a total of £77.50 in compensation.

Ms J remained unhappy and asked our service to consider her complaint. Our investigator looked into Ms J's concerns and recommended Evolution pay her an additional £150. She was satisfied that Evolution had acted in line with the policy's terms and conditions, but she thought it should increase its offer of compensation for distress and inconvenience.

Evolution agreed with our investigator's outcome and agreed to pay Ms J a total of £227.50 in compensation. However, Ms J didn't think this was enough to put things right. She didn't think it was fair for Evolution to rely on the revised terms and conditions of the policy. She said Evolution had made changes to the policy which had impacted her negatively, so she should have been given 28 days' notice of these. She also disputed receiving the email notification of the changes Evolution said it had sent her in November 2022. So, the complaint has been passed to me to decide.

I issued a provisional decision on 7 June 2023 where I explained why I intended to uphold Ms J's complaint in part. In that decision I said:

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

Based on what I've seen so far, I intend to uphold Ms J's complaint in part. I'll explain why.

Change in terms and conditions

Evolution says it notified Ms J of its revised terms and conditions (which took effect in October 2022) on 19 November 2022. Ms J says she didn't receive Evolution's email. But Evolution has sent us a screenshot to show that an update email was sent to her. So, on balance, I think Evolution is likely to have informed Ms J of the changes to its terms and conditions when it said it did.

Ms J says she believes her claim should have been considered in line with the previous terms and conditions because she wasn't notified of changes 28 days prior to them taking effect.

The terms and conditions Ms J received when she took out the policy in September 2022 say:

"Changes to your terms & conditions"

We may amend these terms and conditions for legal or regulatory reasons. Where this change benefits you, we'll make the change immediately and notify you within 28 days. In all other cases we'll write to advise you of the change at least 28 days prior to any change taking effect. If the changes do not benefit you and you wish to cancel your agreement you may do so."

Evolution says it didn't need to send Ms J the revised terms earlier because the changes were to her benefit. However, Ms J says she was negatively impacted by changes to the policy wording, which weren't listed in the "summary of important information" document Evolution says was sent to her.

Ms J says two heaters should have automatically been sent to her. The new terms and condition stated they would only be sent if requested.

The document Ms J received when she took out the policy says: "If we're not able to restore your central heating we will provide two portable heaters which you will not have to return to us".

The October 2022 policy document says: "If we're not able to restore your heating following a boiler emergency or breakdown from October to March and you have no other source of heating you may request two portable heaters from us which you will not have to return to us".

Evolution offered Ms J £30 compensation for not supplying heaters. I appreciate Ms J doesn't think this is enough. However, I've considered this as part of the overall compensation I think Evolution should pay.

Ms J is also unhappy that she wasn't offered a £250 discount on a new boiler and a return of her £95 excess.

The terms Ms J received when she took out her policy say:

"If we've assessed that your boiler is beyond economic repair we will provide you with a £250 contribution to a new boiler from (Evolution's approved installers), either through a discount or cashback... We will refund your excess in the event of a boiler replacement."

The October 2022 terms say:

"If we've assessed that your boiler is beyond economic repair and you have been continuously covered by us for at least 12 months we will... Provide a £250 contribution, less your policy excess, to a new boiler from our approved installers if your boiler is at least 7 years old".

The summary of important information document Evolution says it sent to Ms J when it advised her of the change in terms and conditions says:

"Boiler replacement terms, if your boiler is beyond economic repair, have been amended".

However, I think Evolution should have done more to make Ms J aware of the change because it does seem to have negatively impacted her. And I can understand why she's unhappy about this.

It's difficult to tell what would have happened if Evolution had highlighted this change and had notified Ms J of it in advance. So, I've thought about whether or not Ms J has lost out financially as a result of Evolution following the revised terms, rather than acting in line with those Ms J originally received.

According to the original terms, Ms J would only have been entitled to the £250 discount and return of her excess if her boiler was replaced by Evolution's approved installers.

Ms J says she decided not to have her boiler replaced by Evolution's approved installers because it was more expensive without the discount and because of the poor customer service she'd received from it.

We've asked Ms J to provide quotes from both installers. However, Ms J has only provided the quote from Evolution's approved installers. She said the quote they provided was for a combi boiler, when she required a system boiler. She said the installer she used quoted for a system boiler, plus taking away and re-lagging pipework, so it wasn't a like for like quote.

She also commented that her new boiler came with a 12 year warranty, unlike Evolution's which had a 10 year warranty.

I haven't seen evidence to show me that Ms J lost out financially because she wasn't given the opportunity to have her boiler replaced by Evolution's approved installers (with the discount and return of her excess). So, I'm unable to consider financial loss here.

Customer service and delay

Ms J's initial claim related to a burst pipe in the property. Evolution says its engineer wasn't able to repair the pipes until Ms J had created access in accordance with the terms and conditions of her policy

Both sets of terms and condition say:

"Reasonable Access

You must give reasonable access to enable appropriate work to be carried out including following any advice from the engineer and/or customer helpline in removing furniture if this is deemed necessary."

So, I think it was fair for Evolution to tell Ms J that it wasn't able to repair the pipes until she arranged for them to be accessible. However, it doesn't look like Evolution explained this to Ms J until a couple of weeks after the engineer's visit. So, I don't think it communicated with her as clearly as it should have done, and this resulted in a delay in progressing her claim.

Ms J was without heating for around five weeks from when she made her claim until she was told her boiler was beyond economical repair. This was particularly inconvenient and distressing for Ms J given that it was winter. Ms J says she had an elderly, vulnerable person staying with her over the festive period, which would have added to her worry. However, I think some of this was beyond Evolution's control. So, I don't think it would be fair to tell Evolution to compensate Ms J for this whole timeframe.

Evolution has acknowledged shortcomings in relation to the delays in sending engineers to her property and not offering Ms J heaters. It's also accepted our investigator's recommendation to increase its offer of compensation to a total of £227.50. I've thought about the impact of Evolution's poor customer service and delays. And I think this amount fairly recognises the distress and inconvenience Ms J experienced as a result of the poor service she received from Evolution. So, I don't intend to award compensation above the amount our investigator recommended."

I set out what I intended to direct Evolution to do to put things right. And I gave both parties the opportunity to send me any further information or comments they wanted me to consider before I issued my final decision.

Responses

Evolution acknowledged receipt of my provisional decision and said it had no further comments to make.

Ms J made some comments about the service she'd received from Evolution, including its communication with her.

She said she wasn't told the problem was access to pipes behind the wall. She was told the fault couldn't be identified. She was told this wasn't covered and wasn't advised that if she

took the plasterboard down, then the engineer could repair the problem. She said when the engineer came around after the plasterboard was taken down, he found there were several leaks and there was only an access problem with one.

Ms J said Evolution spoke to her rudely over the phone and nobody suggested she was looking at the wrong terms and conditions. She also commented that she never received the terms and conditions and she felt Evolution should have asked for confirmation of receipt. She said Evolution refused to give her a copy of the original email with the terms and conditions when she asked for it.

Ms J said Evolution told her she was wrong when she questioned the engineers' reports. One engineer said he'd fixed the problem but there were several bursts so this would have been impossible.

She said she'd asked Evolution if anything could be done to help her when she had an older family member staying and no heating but was still not offered any heaters.

Ms J said the problem was much deeper than just not receiving terms and conditions and not hearing back for a few weeks after being told she was not covered. She said no one got back to her at all until she placed an official complaint. She said she hoped I could see why she'd asked for more as compensation.

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 appreciate Ms J doesn't feel that the compensation I said I intended to award is sufficient to put things right. However, most of what she's commented on has previously been raised by her in correspondence with us or Evolution.

In my provisional decision I said I'd thought about whether or not Ms J had lost out financially as a result of Evolution following the revised terms, rather than acting in line with those Ms J originally received. So, whether or not Ms J received Evolution's email advising her of the change in terms, doesn't make a difference to my conclusions.

I'd also considered the impact of the poor customer service and delays on Ms J in determining a fair award for compensation. This included the impact of Evolution not offering her heaters.

I appreciate this may be disappointing for Ms J, but I haven't found reason to increase the compensation I'm awarding her.

Putting things right

Evolution should pay Ms J £227.50 for distress and inconvenience.

My final decision

For the reasons I've explained, I uphold Ms J's complaint and direct Evolution Insurance Company Limited to put things right by doing as I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms J to accept or reject my decision before 19 July 2023.

Anne Muscroft
Ombudsman