

## **The complaint**

Mr S complains about the service he received from Evolution Insurance Company Limited after he made a claim under his home emergency policy.

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 mid-2023 Mr S made a claim under his home insurance policy with Evolution because one of his radiators wasn't working. Evolution arranged for an engineer to attend Mr S's property.

The engineer told Mr S the issue wasn't covered under his insurance policy. Mr S says the engineer then took a look at his boiler and told him it was about 23 years old. The next day a sales representative tried to sell Mr S a new boiler. Mr S says he did some research online and discovered that his boiler didn't start being manufactured until 2017. When he spoke to the sales representative again, Mr S says she said the boiler was more likely to be 13 years old and the engineer had entered the serial number into his system and found it was 23 years old.

Mr S says he contacted the manufacturer directly and was told his boiler was manufactured in 2021.

Mr S raised a complaint about what the engineer had said about the age of his boiler as well as the attempted sale of a new boiler by Evolution's agent's sister company. Evolution says it contacted the manufacturer of Mr S's boiler and was told it was manufactured in 2001. However, the manufacturer later emailed Evolution and said it was manufactured in 2021.

Evolution upheld Mr S's complaint. It said it was happy to cancel his insurance as he'd requested. It said it would waive the cancellation charge of £113.94 and refund him £25 to resolve his complaint.

Mr S remained unhappy, so he asked our service to consider the matter.

Our investigator thought Evolution's offer was reasonable, so she didn't recommend that it offer Mr S any further compensation.

Mr S disagreed with our investigator's outcome. He said it was clear the company was trying to scam him into buying a boiler he didn't need. He didn't think £25 was enough to cover the inconvenience caused. He said he spent a lot of time on the phone and was very distressed. He thought the cancellation fee was meaningless as he'd cancelled his direct debit payment. So, the complaint has been 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, I've reached broadly the same conclusions as our investigator. I'll explain why.

I don't have the power to consider the attempted sale of a new boiler as this activity isn't regulated by the Financial Conduct Authority. I'm only able to consider the inaccurate information provided by Evolution's agents and the impact this had on Mr S.

Evolution has acknowledged giving Mr S inaccurate information about the age of his boiler. This resulted in some inconvenience for Mr S as he spent time on the phone and emailing Evolution and the boiler's manufacturer. Mr S says this also caused him distress. He believes he's the victim of an attempted scam. Mr S says he suggested Evolution increase its offer of compensation to £100 but he thinks a larger payment is necessary to punish a business who uses these practices.

It's not our services role to fine or punish a business. If we decide a business did something wrong and a complainant has lost out as a result, we will tell it what it needs to do to put things right.

Mr S doesn't appear to have lost out financially because he was given the wrong information by Evolution. I appreciate Mr S was frustrated by what happened and he found the situation stressful. However, Evolution has apologised, and the matter was resolved within a couple of weeks.

Mr S doesn't believe he would benefit from Evolution's offer to waive its cancellation fee as he cancelled his direct debit payment. However, the policy's terms and conditions say: *"cancelling your Direct Debit through your bank doesn't mean that you've cancelled your agreement with us."*

The terms of the policy also say that if the agreement is cancelled outside the 14-day cooling off period and the policyholder has had an engineer's visit they may have to pay cancellation charges.

Given that Mr S was visited by an engineer, it seems that cancellation charges would normally apply. So, I think Evolution's offer to waive the cancellation fee and pay Mr S £25 fairly recognises any distress and inconvenience it's responsible for causing him.

### **Putting things right**

Evolution should:

- Cancel the policy and waive its cancellation fee (if it hasn't already done so) and
- Pay Mr S £25 for distress and inconvenience.

### **My final decision**

Evolution Insurance Company Limited has already made an offer to waive its cancellation fee and pay Mr S £25 to settle the complaint and I think this offer is fair in all the circumstances.

So, my decision is that Evolution Insurance Company Limited should waive its cancellation fee and pay Mr S £25 to settle the complaint.

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

reject my decision before 12 December 2023.

Anne Muscroft  
**Ombudsman**