

The complaint

Miss N complains about how Evolution Insurance Company Limited (Evolution) dealt with a claim under her home emergency policy when she had problems with her boiler.

References to Evolution in this decision include their agents who provide services under the policy.

What happened

Miss N had a home emergency policy with Evolution, taken out in January 2023, at a monthly premium of £16.99. In December 2023 she contacted Evolution to say her heating wasn't working and her boiler was making a strange noise and overheating. She was told someone would contact her the following day (Friday). Advantage called her the next day but said they wouldn't be able to send an engineer out until the following Monday.

An engineer attended late Monday afternoon. Miss N said the boiler was making a whining noise, but the engineer told her he couldn't immediately fix the noise and would need to order some parts. Miss N had managed to restore heating to two of the floors in her property and the engineer was able to restore it to the other floor.

On the Wednesday following the visit, Miss N went to get some food from her freezer and found it was unplugged (the freezer was in the same room as the boiler). Miss N thought the engineer must have unplugged the freezer. The food in the freezer had defrosted and she had to dispose of it (she estimated the cost was £60 to £80).

Miss N contacted Evolution to complain about the way the incident had been handled and the loss of her freezer food (and receiving a text message the day after the visit saying her job was complete). She said she was told an engineer would attend again the following week. Miss N also said the engineer had moved items from the pantry where the boiler was located and from the airing cupboard, but not put them back. Miss N said she was told she'd be getting a call from Advantage within 24 hours but didn't and contacted Advantage on the two following days. Miss N was contacted by Evolution the following week, when the engineer returned from leave, saying he denied unplugging the freezer.

Advantage contacted Miss N again at the start of January 2024 to say they didn't uphold her complaint. In their final response they said Miss N reported the boiler issue on 14 December and an engineer visited on 18 December and resolved the issue with lack of heating in parts of the property. On the noise from the boiler, they said this was an intermittent fault and as such wasn't covered under the policy. They also said the engineer told them he didn't unplug the freezer. On the engineer moving items and not putting them back, Evolution apologised for any inconvenience but in the absence of any evidence beyond what Miss N had said, they didn't uphold this element of complaint. Nor did the engineer recommend (or order) parts for the boiler, so a further repair wasn't offered. But Evolution recognised the delay and inconvenience caused, offering a refund of one month's premium (£16.99).

Unhappy at Evolution's response, Miss N complained to this Service. She'd suffered distress and inconvenience from what had happened and had to chase Evolution several times by

phone to find out what was happening. She'd had to wait four days for the initial attendance by the engineer and her issues hadn't been resolved, including the intermittent noise from the boiler. She'd also suffered the loss of the food in the freezer.

Our investigator upheld Miss N's complaint, concluding Evolution hadn't acted fairly. Given Miss N's circumstances (she had a young child) the investigator didn't think Evolution acted fairly by arranging for an engineer to attend four days after Miss N contacted them about the problem with her heating. On the issue with the freezer being unplugged, the investigator hadn't seen any evidence to suggest the engineer unplugged it (it was on the opposite side of the room to the boiler, so no obvious reason to unplug it). The evidence indicated Miss N contacted Evolution several times over the period.

On fixing the boiler, while Miss N said the engineer told her parts would need to be ordered, the engineer report stated there was an intermittent noise from the boiler and couldn't recommend any parts to fix it. Miss N had managed to fix the heating on two floors of the property (and the engineer another floor) so the problem with the heating had been fixed. And the intermittent noise from the boiler wasn't covered under the policy. On items being moved, it wasn't unreasonable the engineer may have moved items to gain access, but there wasn't any evidence they weren't put back. To put things right, the investigator thought Evolution should pay Miss N £75 compensation for distress and inconvenience.

Evolution disagreed with the investigator's view. They said they'd offered Miss N an initial appointment the same day she contacted them, but she didn't accept it. So, they'd recognised her vulnerability. Miss N declining the appointment led to the delay in a subsequent appointment. Evolution also said they'd updated Miss N through various means, including email, text and phone. Evolution thought their offer of refunding a month's premium was fair and reasonable.

The investigator issued a second view, responding to points made by Evolution. She restated her view they should pay Miss N £75 for distress and inconvenience.

Evolution maintained their disagreement with the investigator's view and requested an ombudsman review the complaint. They said Miss N hadn't raised issues about the delay before the engineer's visit, so they hadn't considered this aspect in their response to Miss N's complaint. So, it was unfair to base compensation on this issue. They also disputed Miss N turned off her boiler because of the noises coming from it and she hadn't lost all heating and hot water. They also maintained they'd told Miss N they would be in contact within 24 hours to *arrange* an engineer appointment – not that the appointment would *be* within 24 hours. And the policy terms and conditions didn't provide an expectation of an appointment within 24 hours.

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.

My role here to decide whether Evolution has acted fairly towards Miss N.

There are several issues in Miss N's complaint. From what I've seen, the main ones are: Evolution's response to the issues with her boiler; whether the engineer unplugged her freezer (causing her to lose frozen food); moving items in her property; and the intermittent noise from her boiler. In coming to my decision I've looked at everything Miss N and

Evolution have said and provided during our Service's investigation, although I may not comment on every specific detail.

On Evolution's response to the issues with Miss N's boiler and what she says were delays in the engineer visiting, I've first considered Evolution's point this wasn't raised by Miss N and so not included in their final response. However, the issue of delays was logged on Evolution's complaints portal – though only just before their final response – and I've noted the final response refers to their recognition of the delays and inconvenience as the basis for their offer of refunding one month's premium. So, it's appropriate to consider this aspect as part of Miss N's complaint and this decision.

Looking at the timeline of events, she initially contacted Evolution on the evening of Thursday 14 December to report the fault. Miss N paid the policy call out fee (£45). Evolution's contact notes indicate they told Miss N the request had been passed to their deployment team, who would allocate an engineer who would call her in the next 24 hours to arrange a convenient appointment.

Looking at the terms and conditions of the policy, it doesn't guarantee assistance within a set period. Under the section *How to request a repair or assistance* it says:

"If we've agreed to your claim we'll discuss the timing of your repair or assistance with you by phone, email or text.

We'll try to ensure that your repair or assistance is delivered as quickly as reasonably possible, either by arranging an engineer visit or if appropriate, by phone if exceptional events (for example, adverse weather or government health restrictions) prevent our engineer from attending your property, we will keep you informed."

Evolution say they offered Miss N an appointment on the day she initially contacted them, but she declined this. Having listened to the call Miss N made in the evening when first telling Evolution about the problems with her boiler, she mentions her circumstances of being on her own with a small child. The agent logs this as a priority case, but Miss N says her circumstances are such she wouldn't want an appointment later that evening. The agent recognises this, saying it will most likely be in the morning. The agent later says the appointment team will contact Miss N within the next 24 hours to book an appointment. The former is likely to have meant Miss N thought the appointment would be the following day, whereas the latter indicates the appointment will be arranged within the next day.

Given the difference, I can understand why Miss N may have thought the appointment would be the following day (during the day). The appointment subsequently being arranged for the following Monday would have meant a loss of expectation on her part from what Evolution said in the early part of the call. I've concluded Evolution didn't act fairly and reasonably in managing Miss N's expectations.

Evolution also say contact with Miss N after the initial call indicated she had been able to restore heating to two floors, which meant she wasn't completely without heating. So, she wouldn't be considered a priority. But this wasn't communicated to Miss N as Evolution see it as an internal (operational) matter for them. However, having initially told Miss N she would be considered a priority case because of her being alone with a young child, I think Evolution should have then told her she wouldn't be a priority case and what that might mean in terms of offering an appointment. So, I don't think Evolution acted fairly and reasonably in managing her expectations in this respect.

On the issues with the boiler, the engineer visit notes from 18 December record a whistling noise from the boiler intermittently three or four times a day and didn't recommend any parts

to definitively fix the issue. The notes indicate the heating and hot water were working after the visit. Evolution's case notes indicate Miss N acknowledged this when she subsequently contacted them to raise her complaint.

This report differs from what Miss N understood from the visit, that the engineer would be ordering parts and re-visit. Miss N contacted Evolution the following day after she received a text saying the request (the job) was complete and was told the engineer's report indicated no parts were recommended.

While it's not possible to determine why the accounts of the visit differ, the events set out above indicate Miss N was told parts weren't going to be provided. And as an intermittent fault, the issue with the boiler whistling wouldn't be covered.

On the issue of the intermittent noise from the boiler, the policy terms and conditions set out these aren't covered. Under the section *What we aren't able to cover* it states:

"Intermittent or recurring faults

Your agreement does not include cover for intermittent faults. For example, recurring boiler pressure loss.

If an engineer does attend your property and finds the fault to be intermittent or provides advice to prevent a recurrence of the fault, more reporting of the same issue will not be covered by your agreement..."

The Insurance Product Information Document (IPID) also states Intermittent faults aren't covered.

Miss N, when complaining to Evolution, said she was concerned at the continuing issues with the boiler and there was an error code showing. While the heating had been restored at the conclusion of the engineer's visit (Miss N resolving the issue on two floors and the engineer the other floor) I would have expected this to have been raised as a further issue and, potentially, a separate visit (to assess the error code). But I can't see any indication of this happening.

Turning to the issue of whether the engineer unplugged Miss N's freezer, Miss N says she went to the freezer two days after the engineer visit, to find it unplugged and the food spoilt. Evolution asked the engineer about this, and they said they didn't unplug the freezer. Which they then told Miss N.

So, there's a difference of opinion between Miss N and the engineer. Looking at photographs of the pantry, where both the boiler and the freezer were located, the boiler is on the wall opposite the freezer, which appears to be under a worktop. There's also no obvious reason – as Miss N acknowledged when making her complaint to Evolution - why the engineer would need to unplug the freezer, as there's clear access to the boiler on the opposite wall. While I'm not questioning Miss N's view, in the absence of any other evidence, these points don't enable me to conclude, on the balance of probabilities, the engineer unplugged the freezer. So, I can't hold Evolution responsible, or for the consequent loss of frozen food.

On the engineer moving items and not putting them back, I note in their final response Evolution apologised for any inconvenience. But in the absence of any evidence beyond what Miss N said, they didn't uphold this element of complaint. While not doubting what Miss N has said, in the absence of any independent evidence to support her view, I can't conclude Evolution acted unfairly or unreasonably.

Taking these conclusions together, on balance, I think there was some loss of expectation on Miss N's part and delay (as Evolution accepted in their final response).

Having reached this conclusion, I've considered what I think Evolution should do to put things right. Considering the circumstances of the case and the published guidance on awards for distress and inconvenience from this Service, I think £75 for distress and inconvenience would be fair and reasonable.

My final decision

For the reasons set out above, my final decision is that I uphold Miss N's complaint. I require Evolution Insurance Company Limited to:

- Pay Miss N £75 for distress and inconvenience.

Evolution Insurance Company Limited must pay the compensation within 28 days of the date we tell them Miss N accepts my final decision. If they pay later than this they must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss N to accept or reject my decision before 10 July 2024.

Paul King
Ombudsman