

The complaint

Mr B complains about Evolution Insurance Company Limited (“Evolution”)’s handling of his Home Emergency Insurance claim.

All references to Evolution also include its appointed agents.

What happened

The details of this complaint are well known to both parties, so I won’t repeat them again here. Instead, I’ll focus on giving my reasons for my decision.

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 uphold the complaint for these reasons:

- The policy sets out that if after an engineer’s assessment, repair costs are estimated to be more than the current value of the boiler, Evolution will not be able to carry out a repair (‘Beyond Economic Repair’ – “BER”).
- The policy also says when making repairs, it uses parts from the manufacturer or approved suppliers where possible – and will not use refurbished or second-hand parts.
- The boiler at Mr B’s rental property was around 9 years old. So, as set out in the policy, Evolution valued this at around £309.
- When the boiler was assessed, Evolution’s engineer said there was an issue relating to parts in the boiler, and it required a new pump. Evolution estimated it would cost around £657 to carry out repairs. Because of this it deemed the boiler BER.
- Mr B said he had the pump replaced separately for a cost of £160. He disputed some of the other parts Evolution said were causing issues needed to be repaired.
- Mr B provided an email from a contractor that says the only work required was the replacement of the pump – which was carried out for £160. So, he disagrees with Evolution’s estimate.
- Evolution have provided a breakdown of the cost of the proposed repairs. It shows a cost for a pump, but no other parts, in addition to labour and VAT. If I take away the labour and VAT cost, the cost of the pump still exceeds the limit of cover by almost 50%.
- I’ve considered Mr B’s evidence, but this isn’t an invoice for work carried out. I can’t see if the parts proposed are new or approved by the manufacturer (which is what would have been provided under the policy). Other than their name, I also can’t see any further details regarding the individual - such as their qualifications. So, I’m not persuaded by this.

- Having considered the information provided by Evolution, I've not seen anything to persuade me its costs are unreasonable or that it has acted unfairly in declining Mr B's claim.
- I can see the policy has now been cancelled and Mr B has been refunded premiums he has been paid for multiple policies.
- I can see Evolution acknowledged it caused delays in providing appointments and an answer from an engineer following its visits to the property. This caused Mr B the inconvenience of having to chase Evolution regarding the issue.
- However, having considered the information available I think the £100 compensation recommended by our investigator is sufficient in recognising the distress and inconvenience caused to Mr B by Evolution's actions. So, I make no further award.

Putting things right

To put things right Evolution should pay Mr B £100 compensation.

My final decision

My final decision is that I uphold Mr B's complaint.

To put things right I direct Evolution Insurance Company Limited to do as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 26 November 2024.

Michael Baronti
Ombudsman