

## **The complaint**

Mrs B is unhappy with the service provided by Evolution Insurance Company Limited ("EIC") under her home emergency policy.

When I refer to what Mrs B has said or what EIC has said, it should also be taken to include things said on their behalf.

## **What happened**

The background to this complaint is well-known to both parties. So, I've set out a summary of what I think are the key events.

Mrs B had a home emergency policy underwritten by EIC which included cover for her boiler and electrics. The sockets in her kitchen stopped working so she contacted EIC. EIC sent an engineer to inspect the fault, who determined that a replacement part was needed.

Mrs B said that the engineer who returned with a part told her it was the wrong one. She said the engineer was there for around ten minutes, didn't replace the part, told her there was no power to the sockets, and trace and access was required. EIC told Mrs B that her policy didn't provide cover for trace and access, so she arranged for her own engineer to do the work. Her engineer repaired loose wires to one socket which fixed the problem.

Unhappy with the way EIC had handled her claim, Mrs B complained. She said it had failed to check the socket, despite her asking it to, and she'd had to arrange her own repair which should've been covered under her policy. Mrs B didn't think the engineer had replaced the part, so she asked EIC to pay her engineer's charge and cancel the policy. However, EIC told her there was a policy cancellation fee which Mrs B didn't think was reasonable in the circumstances.

EIC issued a final response to Mrs B's complaint. It said the engineer had replaced the part, but the fault remained. The policy didn't provide cover for trace and access, so it didn't think it had done anything wrong by declining further cover. EIC reduced the cancellation fee from £114.95 to £90, but it remained of the view that it had provided the service in line with the policy. Mrs B disagreed, so she brought her complaint to this service.

Our investigator didn't uphold Mrs B's complaint. She said there was no evidence to indicate that the engineer hadn't replaced the part and, anyway, the work needed to fix the problem wasn't covered by the policy. Our investigator thought the cancellation fee was in line with the terms and conditions, so she didn't think there was anything for EIC to put right.

Mrs B didn't agree. She provided a photo to show that the part – a miniature circuit breaker (MCB) – was the original one, and she complained that EIC hadn't offered another engineer's visit. Mrs B was also unhappy that the cancellation fee was to be applied, yet she hadn't had a boiler service during the term of the policy.

On review of EIC's evidence, our investigator confirmed that the worksheet provided details of a replacement MCB. And EIC confirmed it wouldn't offer another appointment because

the policy didn't provide any further cover. Our investigator issued a second view, maintaining her recommendation not to uphold the complaint.

Mrs B remained unhappy, so the complaint was 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 the same overall conclusions as the investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

In considering this complaint I've had regard to the relevant law and regulations. Here, the relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably.

There's no dispute that there was a fault with the sockets, or that the fault remained after EIC's engineers had attended. So, I've looked at the way EIC handled the claim and whether it treated Mrs B fairly in the circumstances.

#### Fault

Mrs B didn't think EIC did enough to identify the fault. She said her own engineer identified the problem as loose wires in the first socket.

EIC's engineer reported that the fault would need to be traced, and EIC said the policy didn't provide cover for that.

The policy sets out the detail of the contract between Mrs B and EIC. It says:

*These exclusions apply to all insurance features of your agreement.*

*Tracing a fault or making access for a repair is not covered, unless its source is readily identifiable or, if we agree to an engineer visit, can be traced and accessed using reasonable efforts. There may be circumstances when we ask you to arrange access to the fault before our engineer can attend.*

I'm satisfied that EIC correctly stated that the policy didn't provide cover for trace and access. So, I've gone on to think about whether it should've checked the socket Mrs B asked it to.

I can understand why Mrs B thinks it would've been an easy check to do and a simple fix. However, EIC wouldn't have known whether there would be a simple fix unless it completed the trace and access work. If it had checked the first socket but not identified a fault, it would be difficult, then, to say where it should stop. At that point it would've started the tracing process.

So, I find that EIC checked the MCB but declined to complete any tracing work in line with the policy, and fairly and reasonably in the circumstances.

#### MCB

Mrs B said that EIC didn't replace the MCB. I've seen Mrs B's photo and although she says her photo shows the original MCB, proving that EIC didn't replace it, I can't reasonably conclude that it is the original rather than an exact replacement.

EIC's photos show the stages of the engineer's checks, which include one of the MCB with the wires removed and another with the engineer testing it for power. The worksheet also shows that the part was collected and replaced. I find it unlikely that the engineer would go to the trouble of removing the wires and not replacing the MCB if the part was readily available. However, the evidence here doesn't provide conclusive evidence that it was replaced.

With this said, I'm not persuaded that it matters to the overall outcome. That's because the fault was identified by Mrs B's engineer as loose wires in a socket, and I don't think replacing the MCB would've fixed that. I can't see that Mrs B was charged for the MCB, so there would've been no direct financial impact. Therefore, I don't find that the matter of the MCB replacement has a material effect on the outcome of Mrs B's complaint.

### Cancellation fee

Mrs B doesn't think it was fair that EIC charged a cancellation fee. In particular, she says it hadn't completed the boiler service, so EIC should at least do that.

The policy sets out the charges for early cancellation in the event of an accepted claim. The policy also confirms that Mrs B would not have to pay more than her remaining annual premium. The cancellation fee is less than the charge set out in the policy, and EIC reduced it further to £90. Based on this evidence, I think it's likely that the charge was equal to or less than the remaining premium, and I'm satisfied that EIC applied the charge in line with the policy.

The policy doesn't include a charge for the boiler service, so it won't affect the cancellation fee in these circumstances.

### Conclusion

Overall, I find that EIC attended to the reported fault and its refusal to complete work which it considered to fall within the trace and access definition was not unreasonable. I'm satisfied that EIC applied the cancellation fee in line with the policy. As I haven't identified anything in the evidence to indicate that EIC handled Mrs B's claim unfairly, there's nothing for me to ask it to put right.

As a final point, I've noted Mrs B's comment that EIC tried to take payment by direct debit after she asked to cancel the policy. As this wasn't something Mrs B complained to EIC about before bringing her complaint to this service, it's not within my remit to make a finding as part of this complaint. Mrs B would need to raise any concerns directly with EIC in the first instance.

### **My final decision**

For the reasons I've given, my final decision is that I don't uphold Mrs B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 28 February 2025.

Debra Vaughan

**Ombudsman**