

The complaint

Mrs T has complained about the way Evolution Insurance Company Limited ('Evolution') dealt with a claim she wanted to make on her home care policy after her boiler stopped working.

Where I refer to Evolution, this includes the actions of its agents and claims handlers for which it takes responsibility.

What happened

Mrs T had a home care policy with Evolution which included cover for her central heating system, her plumbing as well as her boiler breaking down. The agreement also included an annual boiler service.

Mrs T said that in February 2024 her boiler stopped working and displayed a fault message which she believed meant that there was a faulty gas valve or PCB (printed circuit board). She said she restarted the boiler and it worked.

The following day an engineer attended to carry out her annual boiler service. Mrs T said this appointment was pre- arranged. She said that she mentioned the error to the engineer who said that it could be a problem with the valve or the PCB but didn't provide a full diagnosis. Mrs T said the engineer told her that Evolution would not pay for replacement parts due to the age of her boiler and suggested that she bought a new one.

Mrs T said that the boiler stopped again the following day and restarted again when she switched it on. She said she tried to make a claim on her home care policy, but Evolution said that the problem was intermittent and therefore excluded under the terms and conditions.

Mrs T complained a few days later. Evolution responded to the complaint and said that its engineer found that the boiler was fully functioning and that it was successfully serviced. It said the fault she had reported was intermittent and wasn't covered under the policy. It offered Mrs T a "pay on use" option where she would pay a fee plus parts and labour and also warned her that the boiler may be deemed to be beyond economic repair. Evolution offered Mrs T £15.99, which was equivalent to a month's premium, as a gesture of goodwill.

Mrs T responded to say that she expected it to send out an engineer to repair the boiler as there was no hot water even though the central heating was working. Evolution said it spoke to Mrs T and told her an engineer would attend but Mrs T refused to pay her policy excess, as required under the terms and conditions when making a claim, so the claim didn't

progress further. Evolution also said it arranged for her policy not to auto-renew at Mrs T's request.

Mrs T complained to our organisation and said she wanted a refund of her yearly premium which came to £193.38 as well as compensation for the distress and inconvenience Evolution caused her. Mrs T said she had to buy a new boiler for £2,310. She said she felt that Evolution had no intention of honouring their insurance contract but was more interested in selling her a new boiler.

One of our investigators considered Mrs T's complaint but didn't think Evolution had to take any further action. Our investigator thought its actions were in line with its terms and conditions and that as the fault resolved itself and reoccurred he considered it to be intermittent and not covered under the policy. He also noted that Evolution later offered to send out an engineer but Mrs T didn't agree to pay her excess so the claim didn't proceed further.

Mrs T didn't agree and asked for an ombudsman's decision. She said in order for the fault to be recurring it has to be addressed and attempted to be remedied. But Evolution never dealt with the fault in her case.

The matter was then 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.

The policy

Mrs T's policy provided cover for boiler and central heating breakdowns as well as boiler replacement. It required the insured to contact Evolution within 24 hours of the emergency or breakdown. It provided cover for repairs or assistance following a boiler emergency or breakdown unless the boiler was beyond economic repair. It also covered repairs or assistance following a central heating emergency or breakdown in the home.

Under the policy a "breakdown" is a persistent fault with the facilities in the home including heating, hot water etc. An "emergency" under the policy is a major loss of facilities in the home, or sudden and undetected events which, if not dealt with quickly, would make the home unsafe, insecure, cause damage etc.

The policy excluded intermittent or recurring faults but said those could be progressed on a "pay on use basis". "Pay on use" is when a claim arises which isn't covered under the policy but where Evolution can arrange for an engineer to help but the insured will be responsible for all the costs.

Mrs T's policy also came with an excess which is a payment the insured has to make towards each claim. The policy says if the insured chooses not to pay the excess, Evolution will not proceed with their claim.

The issue with the boiler

Mrs T said that the boiler stopped working and was showing an error message but when she restarted it, it worked. When the engineer attended the following day to carry out the boiler service, he noted that the boiler was working. He gave some advice as to what the cause of the error was likely to be but didn't carry out any repairs. Mrs T said the boiler stopped again but worked when she restarted it again.

The policy doesn't say what would be classed as an intermittent fault but says that if the engineer finds the issue to be intermittent, as was the case here, then there will be no cover under the policy. In the absence of a definition within the policy we would look at the dictionary definition of the word "intermittent" which is: something that is "occurring occasionally or at regular or irregular intervals". Based on this definition, I think the issue Mrs T was having would be classed as intermittent.

It follows that, I don't think Evolution was acting outside the terms of the policy when it said the claim wasn't covered as the issue was intermittent. I appreciate Mrs T doesn't agree and says unless Evolution tried to repair the issue and it happened again, it could not be intermittent. But based on the definition above, I don't think this was necessary.

Evolution said that Mrs T later reported that she had no hot water. It said it offered to send an engineer out on that occasion and once before but, on both occasions, Mrs T refused to pay her excess. As far as I am aware Mrs T hasn't disputed this and this was also something that was mentioned in our investigator's view. As I mentioned above, Mrs T's policy had an excess which was payable in the event of a claim. It also said that unless this was paid, Evolution would not be able to proceed with the claim. It is very common for an insurance policy to have an excess so I think Evolution can reasonably request this payment. For this reason, I think Evolution's actions were in line with its terms and conditions.

It follows that I don't think Evolution needs to refund Mrs T's yearly premium or pay any compensation. I note that Mrs T had the benefit of a full years' worth of cover and that her policy lapsed a few days after the boiler service.

I appreciate Mrs T will be disappointed with my decision but for the reasons I gave above, I don't think Evolution's actions went against what is stated in its terms and conditions. I also note that it refunded a month's premium which I think was fair and reasonable.

My final decision

For the reasons above, I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 24 February 2025.

Anastasia Serdari
Ombudsman