

The complaint

Ms S has complained about the way Evolution Insurance Company Limited dealt with a claim under her home emergency insurance policy.

References to Evolution in this decision include its agents.

What happened

Ms S took out a home emergency policy with Evolution for a property she lets out. The policy covered assistance and repairs in the event of an emergency or breakdown relating to the boiler and central heating system.

On 27 March 2024 Ms S contacted Evolution. She said there was no hot water at the property and the boiler was making a strange noise. She paid an excess fee of £95 and an engineer attended the property the next day. Ms S said the engineer told the tenant a new part was required which he would order and then return to fit.

Evolution said the engineer reset the boiler and the issue resolved itself.

On 19 April Ms S's tenant reported that there was no hot water in the property again. Evolution asked for another excess payment of £95 as it was more than 14 days since the original repair visit. Ms S refused to pay the excess and arranged for her own engineer to visit the property. Her engineer said the heat exchanger needed to be replaced due to a heavy blockage.

Ms S thought Evolution should reimburse her for the cost of the repair. Evolution said damage caused by limescale, sludge or debris wasn't covered by her policy. It offered her a refund of two months' premium being £11.98 as a goodwill gesture. Ms S rejected that and brought her complaint to this service. Our Investigator didn't think Evolution needed to do any more.

As Ms S didn't agree, the matter has been referred to me.

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.

What I do need to decide is whether Evolution treated Ms S fairly in requiring her to pay a second excess in order for the engineer to visit a second time and for not reimbursing her repair costs.

The policy states:

"Our guarantee for our work

If we've carried out a repair and the emergency or breakdown occurs again within 14 days, we'll arrange a further engineer visit without charge."

I appreciate that Ms S says her tenant was told by the engineer on the first visit that a replacement part was required but unfortunately for Ms S there is nothing in Evolution's records to substantiate this. The engineer reported to Evolution that he had reset the boiler and tested it with the job completed successfully. Evolution messaged Ms S on 29 March telling her that according to the engineer the job was complete. It asked her to notify it immediately if this were not correct. It sent a further message on 30 March and tried to call her without success. On 2 April Ms S contacted Evolution and asked for a copy of the engineer's report. She mentioned that she was expecting a further visit from the engineer with a replacement part. Evolution read out to her what the engineer had said. Ms S thought there should have been a full report from the engineer with a diagnosis of the fault and on 14 April she asked for a copy of that report. Evolution sent her the brief three line report the next day.

It was 22 days after the engineer's first visit that Ms S's tenant contacted Evolution to report that the issue had reoccurred. Unfortunately for Ms S there is no evidence that the problem had been continuing in the intervening time. So I don't think Evolution acted unfairly in treating this as a new claim.

Ms S's engineer reported that "*the heat exchanger needed to be replaced due to a heavy blockage*". After he did this, the hot water was found to be working properly.

As Ms S's policy doesn't cover "*Damage caused by limescale, sludge or debris*" and one of these most likely caused the blockage, I see no reason to require it to reimburse Ms S for the cost of the repair.

Although I understand this isn't the outcome Ms S would have liked, I won't be requiring Evolution to do anything more to resolve this complaint.

My final decision

For the reasons set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 18 March 2025.

Elizabeth Grant
Ombudsman