

## The complaint

Mrs H complains that an engineer appointed by Evolution Insurance Company Limited (Evolution) caused further damage to her property when they attended to carry out a repair on a home emergency insurance policy.

## What happened

Mrs H held a home emergency insurance policy with Evolution. She had a problem with her boiler and contacted Evolution who appointed an engineer to attend her home.

The engineer carried out a repair to the pipework but during this, water leaked from the pipe and caused further damage to Mrs H's property. Mrs H complained to Evolution and said it should cover the further repairs.

Evolution rejected Mrs H's complaint, saying the policy didn't provide cover for the further damage. Mrs H referred her complaint to our service, but our investigator didn't think Evolution had done anything wrong. Mrs H disagreed and asked for an ombudsman's 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.

When it declined to cover the additional damage to Mrs H's home caused by the leak of water, Evolution referred to the terms and conditions of Mrs H's policy which say there's no cover for any "*consequential losses.*" This is defined as "*Losses or damage that have been caused by the emergency, breakdown or the necessary actions taken by our engineer to deal with your emergency or breakdown.*"

While I note this is effectively a blanket exclusion for any damage caused during the repairs, I think it's fair to say that Evolution should be liable for such damage if the engineer (as its appointed representative) was negligent when it carried out the repair.

I know Mrs H considers the engineer was negligent as she says he didn't take reasonable care to prevent the leak occurring. It seems to be agreed that the leak occurred when the engineer was carrying out the repair, but that doesn't mean he was negligent or didn't take reasonable care. To make that determination, I'd need to see evidence that he could (or should) have foreseen that the leak would occur, and that with that knowledge, didn't take reasonable steps to prevent the leak causing further damage to Mrs H's property.

The engineer's account (and I can't see Mrs H disputes this) is that the pipework where the leak occurred was in a hard to reach location with limited space around it, and that a blockage had occurred in that area. Removing the pipe caused the leak. I assume from this that the location meant that the unavoidable result of removing the pipe to carry out the necessary repair was that the leak occurred, and the limited space meant it wasn't possible to prevent the water accessing a cavity and causing further damage.

I haven't seen evidence from Mrs H that this action was negligent or the engineer didn't take reasonable care, other than her contention. For example, I don't have any report or account from a separate engineer or other expert which suggests the engineer who attended should have known that the leak was likely to occur, didn't take reasonable steps to avoid the leak and then didn't act to prevent further damage occurring. Put simply, the leak (and resulting damage) having occurred isn't sufficient evidence of negligence.

Mrs H also says that the engineer should have warned her the leak was likely to happen, and if he'd done so she'd have asked him to stop. She says she'd have then looked at alternative repairs. I haven't seen any evidence that the engineer should have known the leak was likely to occur. In any case, I also haven't seen anything to show what alternative repair could have been undertaken to prevent the leak occurring.

On balance, I don't think there was any negligence or lack of reasonable care on the part of the engineer. That means I can't hold Evolution responsible for the further damage caused to Mrs H's property.

### **My final decision**

I don't uphold Mrs H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 23 April 2025.

Ben Williams  
**Ombudsman**