

The complaint

Mr K complains that Evolution Insurance Company Limited (Evolution) unfairly declined a claim he made on a home emergency insurance policy.

What happened

Mr K held a home emergency insurance policy with Evolution. He made a claim due to an electrical issue at his home affecting lights. Evolution said the claim wasn't covered. Mr K believed the claim should be covered under the terms and conditions he said he had a copy of. Evolution said the terms and conditions had been altered, and Mr K had been informed of this change.

After Evolution rejected his complaint, Mr K referred it to our service. Our investigator thought Evolution had acted fairly. Mr K didn't agree 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.

Cover on the policy Mr K made his claim under started in December 2023. The issue reported in October 2024 by Mr K was that a number of lights were flickering, and that changing the bulbs hadn't fixed this. He argues that the wording contained in terms and conditions dated October 2022 (which he was sent when he took out the policy) provides cover for this issue.

Evolution says it sent updated policy terms and conditions to Mr K in July 2024, and that these don't provide cover for the circumstances of Mr K's claim. In any case, it says the October 2022 terms and conditions don't provide cover for the claim either.

So it seems to me that I need to decide two things. Firstly, whether Evolution had made reasonable attempts and followed a fair process to notify Mr K of the updated terms and conditions. And then, depending on that, whether the relevant policy terms and conditions cover Mr K's claim.

The terms and conditions dated October 2022 contain a condition which says:

“Changes to your terms & conditions

We may amend these terms and conditions. Where this change benefits you, we'll make the change immediately and notify you within 28 days. In all other cases we'll write to advise you of the change at least 28 days prior to any change taking effect.”

That's what happened here. Evolution changed the terms and conditions and they've provided evidence to us that Mr K was sent notification of this by email. I've checked and the email address this was sent to is the same as we hold on file for Mr K. An email was also sent which included a newsletter highlighting that new terms and conditions of the policy had

been issued. I'm aware Mr K says he didn't receive either email, but I'm satisfied they were sent by Evolution based on the evidence available to me. Where an insurer can show they sent correspondence to the correct address (whether postal or email) then we'd normally say that it's reasonable for them to rely on the content of that correspondence.

So I think Evolution had made reasonable attempts to notify Mr K of the amended terms and conditions, and so it can fairly rely on the July 2024 terms and conditions when assessing Mr K's claim. Evolution's position is that an exclusion in these terms and conditions means Mr K's claim isn't covered. The relevant exclusion there's no cover for:

"Improvement and general maintenance jobs (for example changing light bulbs, minor socket/light fitting failure where most room electrics remain in working order, bringing facilities up to latest regulations)."

I'm aware Mr K says the number of lights which are flickering means this goes beyond a general maintenance job. However, the exclusion specifically includes light fitting failures where most room electrics are working. That seems to be (in the absence of any evidence to the contrary) what's happened here. There have been failures of, or within, the light fittings but the rest of the electrics are functioning normally. So I think it's fair for Evolution to rely on this exclusion and conclude that Mr K's claim isn't covered.

As Evolution can reasonably rely on the July 2024 terms and conditions, I don't think it's necessary for me to comment on the October 2022 terms and conditions and whether they provide cover for Mr K's claim. Whether they did or not is effectively irrelevant to my decision here.

My final decision

I don't uphold Mr K's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 9 June 2025.

Ben Williams
Ombudsman