

The complaint

Mr Z complains about how Evolution Insurance Company Limited ('Evolution') handled a claim made on his home emergency insurance policy.

What happened

Mr Z contacted Evolution in December 2024 to make a claim on his home emergency insurance policy after there was an issue with the pressure on his boiler dropping. Evolution sent an engineer to inspect, who checked the boiler and found it stopping and starting. While the engineer was carrying out these checks, a fuse blew on the boiler's printed circuit board (PCB).

The engineer replaced the fuse on the PCB, but the boiler would not reignite. The engineer concluded that a new PCB and external vessel bracket would be required to complete the repair.

However, on reviewing the costs, Evolution deemed the boiler to be beyond economic repair. Mr Z complained about this, and Evolution considered the claim further including by seeing if a repair could be arranged by the manufacturer. It was ultimately concluded though, by the manufacturer and Evolution's engineer that the boiler was irreparable because the part needed was obsolete. As a result, Mr Z had to pay for a new boiler to be installed.

Mr Z complained and said Evolution damaged the boiler while it was inspecting it, and he and his family were unfairly left without heating and hot water over the new year period.

Evolution provided a final response to this complaint on 9 January 2025. It said despite the boiler being found to be beyond economic repair, it had authorised a repair as a gesture of goodwill after its inspection, but once the manufacturer and its own engineer confirmed the part for the boiler was obsolete, it could no longer carry out a repair. It said the engineer had carried out the usual assessment when the fuse on the PCB blew, so it didn't consider the damage to have been due to negligence. As a gesture of goodwill, Evolution offered to pay £175 compensation. It also said it had offered Mr Z a £370 contribution towards the cost of a new boiler through its approved installer, but Mr Z declined this.

Our investigator didn't think Evolution had acted unfairly. She said given the age of the boiler, Evolution had acted in accordance with the terms of the policy by offering a contribution of £370 towards the cost of a new boiler, and that she didn't think there was enough evidence to say Evolution had damaged the boiler through wilful negligence. She acknowledged Mr Z had been left without heating and hot water for a period after the engineer's visit, but said there had been daily contact between Evolution and Mr Z after this and she thought Evolution's compensation offer of £175 was reasonable.

Mr Z didn't agree. He said the boiler had previously been serviced without any issues being found, and Evolution hadn't shown consideration for his and his family's welfare by leaving them without heating and hot water and not providing any temporary heating.

Because Mr Z didn't agree, the complaint was referred 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, while I understand Mr Z will be disappointed by this, I think Evolution has already provided a fair and reasonable response to the complaint. So, I won't be asking it to do more. I'll explain why.

I've firstly considered if while inspecting the boiler, Evolution avoidably damaged it through negligence.

There's conflicting information about what the status of the boiler was at the point Mr Z contacted Evolution to make his claim. Evolution's note from the initial call says the boiler was losing pressure every day and Mr Z was without heating and hot water. But Mr Z says this isn't correct and prior to the engineers visit the boiler was providing heating and hot water, but it was losing pressure.

In either case, it isn't disputed that a fault existed with the boiler losing pressure. And, whenever there is a fault with a boiler, the possibility exists that the fault may be irreparable or uneconomic to repair. So, regardless of whether the boiler was still providing heating and hot water before the engineers visit, whatever was responsible for causing the pressure issue may ultimately have led to the boiler being irreparable or uneconomic to repair.

According to the report from Evolution's engineer, the boiler was reported as cutting off when the pressure was at 1 bar. The engineer said they drained and repressurised the vessel in the boiler, ran the boiler and observed that it ran and stopped before a fuse on the PCB blew. Although the engineer changed the fuse on the boiler, the boiler would not reignite. So, the engineer said a new PCB should be fitted.

The question this raises is whether the PCB was damaged due to negligence by the engineer. Evolution didn't agree that it was. It said the boiler wasn't working correctly prior to the visit, the engineer carried out the usual assessment, and when trying to run the boiler the fuse on the PCB blew. Mr Z said although there was an issue with the pressure dropping, the boiler was still functional prior to the visit, the engineer didn't seem to know what he was doing, left rapidly after the fuse blew without securing the boiler, and the boiler had passed previous services without issue.

Evolution disputed causing damage to the boiler during its inspection. So, I'd need to see evidence to show otherwise. I acknowledge Mr Z's comments, including what he said the installers of his new boiler said, but other than Mr Z's own comments, I've seen no further technical evidence, such as a report from another engineer, showing Evolution's engineer likely avoidably damaged the PCB during the inspection.

I acknowledge Mr Z said the boiler passed previous annual services. But according to Evolution's notes the boiler was around 20 years old at the time of the loss. Boilers have a finite lifespan - even if they are well maintained - and it isn't unusual for boilers this old to develop faults which lead to them needing to be replaced.

Based on these points, on balance, I don't think there's enough for me to find Evolution damaged Mr Z's boiler due to negligence.

I sympathise with Mr Z and his family that they didn't have heating and hot water over the new year period and understand he was unhappy with the level of service provided by

Evolution, including it not supplying any temporary heaters. I've considered if the service Evolution provided was unreasonable.

Looking at the timeline of events, the engineer inspected the boiler on 27 December 2024 and on 2 January 2025 Mr Z was informed the boiler was beyond economic repair. Mr Z disputed this and over the following days Evolution remained in contact while it considered the claim further. But on 7 January 2025 Mr Z was informed a repair couldn't be carried out due to the obsolescence of the part.

I think Evolution carried out its investigations within a reasonable timescale. And once it had confirmed on 7 January 2025 a repair wasn't possible, from that point on I think it was reasonable to expect Mr Z to make his own arrangements to replace the boiler, or take Evolution up on its offer to pay for a replacement through its supplier with the discount it offered.

Given that it was still exploring the possibility of carrying out a repair, I think it would have been fairer for Evolution to have provided temporary heating to Mr Z after the engineer's inspection and up to the date of it confirming the part was obsolete. And I think it could have lessened the impact to Mr Z if it had done so.

But Evolution offered Mr Z £175 compensation, so I've considered if that was reasonable. £100 of this was compensation, and the remaining £75 was a refund of Mr Z's excess. I think since a repair couldn't be completed it was fair for Evolution to agree to refund the excess. And although I think Evolution should have offered temporary heating while it was exploring if a repair could be carried out, I think £100 compensation is reasonable for timescale involved and the impact caused to Mr Z. So, I find Evolution's response to the complaint was fair and reasonable.

My final decision

I think Evolution Insurance Company Limited has already offered to resolve this complaint in a fair and reasonable way. So, my final decision is that if it hasn't already done so, Evolution Insurance Company Limited should pay Mr Z £175 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Z to accept or reject my decision before 13 June 2025.

Daniel Tinkler
Ombudsman