

The complaint

Mr S has complained about the way Evolution Insurance Company Limited (Evolution) have handled a claim he made under his home emergency insurance policy.

What happened

Mr S has a home emergency policy underwritten by Evolution. The policy was taken out through a third-party company and Mr S is complaining about the sale, to them separately.

Mr S made a claim under his policy after experiencing issues with intermittent hot water. An engineer attended and recommended a replacement of the 'heat exchanger' part. Mr S says he was subsequently called and told that the replacement part would not be covered under the terms of his policy, due to an exclusion for damage caused by sludge in the system. He agreed to pay for the part.

However, Mr S reported that the issue remained. He was advised that a power flush was needed to remove the sludge in the system and told that this was also not covered under his policy, and he would have to pay for it. Mr S complained, and the cost of the replacement part he had paid for previously, was refunded to him.

He remained unhappy and brought his complaint to our Service for an independent review. Amongst his points he said the replacement part shouldn't have been recommended and that an inspection hadn't taken place within 14 days of inception. He wasn't aware that a power flush wasn't included in his policy and complained that there was no guarantee the power flush would work. He also said he has subsequently been told the issue related to a faulty 'boiler plate'.

Evolution initially said the complaint wasn't one our Service could consider as it related to a paid service outside of the contract for insurance. Our Investigator responded to confirm we could consider all complaint points apart from any relating to a private repair. She however didn't uphold the complaint. She said the claim rejection was fair, and the part fee had been refunded. She felt Evolution was right in not covering a power flush and had acted fairly.

Evolution didn't reply to the Investigator and Mr S didn't agree. He said the issue remained unresolved and he now has evidence that it is a separate part of the boiler that has failed. So, the case has been 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.

Firstly, I think it's important to confirm the scope of the complaint I am considering. As the Investigator confirmed (and no party responded to object to), it is within the jurisdiction of this Service to consider any aspects of this complaint, apart from any relating to a private repair

and outside of a contract of insurance. However, I don't believe that is too relevant here.

Mr S is complaining about the handling of his claim under his home emergency policy. I am reviewing this, up to the point Evolution's final response was issued in December 2024.

Mr S has raised complaint issues regarding the sale of the policy. Namely that exclusions weren't made clear to him. And that the policy shouldn't have been sold to him, without a check on the boilers condition and therefore his eligibility for future claims. Mr S is raising this complaint separately, as that isn't the responsibility of Evolution as the insurer.

In regard to the claim, an engineer attended the property and identified a likely fault with a 'heat exchanger'. Whilst this seems reasonable based on the evidence that was available at the time, it appears to have been a misdiagnosis and Evolution have refunded the price of this part. Mr S was asked to pay for this, as Evolution said an exclusion for "damaged caused by sludge", meant it wasn't covered under the terms of his policy. Whilst I haven't seen sufficient evidence to show sludge in the system caused any damage to this part, Mr S has said he hasn't suffered any financial loss here as the cost was refunded to him shortly afterwards.

After replacement of this part, Mr S was told that the likely fix of his intermittent hot water issues would be a system power flush. Mr S has been told that this isn't covered under his policy due to an exclusion of any claim for "*Removal of limescale, sludge or debris*". The policy also excludes "*maintenance*" where a "*powerflush*" is included within the definition. Because of this, I am satisfied that Evolution are correct and acting fairly when they say the policy doesn't provide cover for a powerflush to remove sludge and Mr S would have to pay for that separately if he wished to carry it out.

Mr S has complained that Evolution won't guarantee the powerflush will work. I don't find this unreasonable as it isn't something that can be guaranteed. However, at the time and based on the knowledge that a build up of sludge can often be the cause of intermittent boiler issues, I don't find the recommendation of a power flush to have been unreasonable.

Mr S has subsequently provided this service with evidence that an independent engineer has inspected his boiler and determined that a 'power plate' needs replacing. As this has been provided following Evolution's final response and they haven't had an opportunity to review it, I haven't considered this further. Evolution would need to reconsider the claim, in light of Mr S' further evidence and information from his engineer, and this would likely be through a further inspection.

In summary, whilst I don't think Evolution fairly declined the claim for the original part replacement, they have already refunded Mr S. I agree that the policy doesn't cover a powerflush and they are correct in confirming Mr S would have to pay for this separately. Mr S would like Evolution to review his further evidence and this will likely need a further inspection. Mr S will also be complaining separately about the sale of this policy.

My final decision

My final decision, is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 28 July 2025.

Yoni Smith
Ombudsman