

The complaint

Ms A complains that Evolution Insurance Company Limited ('Evolution') declined a claim made on her home emergency insurance policy.

What happened

In March 2024, Ms A contacted Evolution to make a claim on her home emergency policy as there was water coming through her living room ceiling. An engineer attended shortly after and found leaks coming from the bath, a basin and the toilet. The engineer carried out a repair to the bath but couldn't repair the toilet or basin as access was needed.

Evolution informed Ms A her policy didn't cover trace and access, so she would need to make her own arrangements for this.

Ms A contacted Evolution around one week later to report the sink in her bathroom was leaking. An engineer attended but couldn't complete a repair as access by removing tiles was still required.

In April 2024, Evolution sent another engineer in response to a report of the bath being blocked. During this visit, the bath was repaired but an issue with the toilet not draining was also raised. However, Evolution again couldn't carry out a repair to the toilet and it again informed Ms A access would need to be created which her policy didn't cover.

In October 2024, Ms A contacted Evolution to request an engineer visit saying she had now had the access work done for the toilet. An engineer attended on 23 October 2024 and found the issue with the toilet was due to a fault with the cistern, which would need to be replaced. Following this, Evolution declined the claim saying that the cistern replacement was excluded under the terms of the policy.

Ms A complained about the decision to decline the claim. She also complained it was unfair that she'd had the trace and access work carried out only for Evolution to have declined the claim.

Evolution provided a final response to this complaint on 30 October 2024. In this final response, Evolution didn't uphold the complaint saying that trace and access wasn't covered under the policy, nor was the replacement of a faulty cistern, so, it didn't think it had acted unfairly.

Our investigator didn't think Evolution had acted unfairly. He was satisfied trace and access wasn't covered under the policy terms and that Evolution had consistently made Ms A aware that trace and access would be required for it to inspect the fault.

Because Ms A didn't agree, the complaint was referred to me to decide. I issued a provisional decision upholding the complaint, and I said:

"I've began by looking at the policy terms. These say that tracing a fault or making access for a repair isn't covered unless the source is readily identifiable or if an engineer decides trace and access can be carried out using reasonable efforts.

Because Ms A's toilet cistern was concealed, I don't think the source of the problem was readily identifiable, and since the removal of a large section of tiling and the toilet itself was needed to gain access to the toilet cistern, I think that went beyond reasonable efforts. Evolution's own engineer could have made to get access to the cistern. So, I find the trace and access work Ms A had carried out wasn't covered under the terms of the policy.

I acknowledge Ms A initially only had a smaller section of tiles removed before she went ahead with having the toilet removed and a larger section of tiles removed. Ms A has provided which shows behind the toilet when the smaller section of tiles was removed. I've watched this video, and I also understand Ms A provided a copy to Evolution.

I can see that Evolution noted on 6 October 2024 after viewing the video that it showed a leak on the flush pipe from the cistern, but the whole frame would need to come out to do the work. So, it appears this video was helpful to Evolution in diagnosing what the fault was.

Following this, I understand Evolution requested further access be created following which Ms A had the toilet and more tiles removed. At this point, the purpose of this additional access appears to have been to allow for a repair to be carried out rather than to diagnose the fault. Evolution then attended on 23 October 2024 its notes say that the cistern was found to be leaking from the flush pipe outlet, but the full cistern would need replacing.

After it was found the full cistern would need replaced, Evolution decided to decline the claim. I've considered if the claim was declined fairly. But I don't think it was. I say this because the policy terms say:

"WHAT'S COVERED

YOUR PLUMBING

Hot and cold water pipes and toilet cisterns inside your home between but not including the main internal stop-tap, internal taps and flexible pipework to your appliances."

Evolution declined the claim based on the following exclusion:

"WHAT'S NOT COVERED

We don't cover every part of your plumbing or drainage systems. The following are excluded.

"Sanitary ware, smart toilets and bidet or commode shower."

When read together, I think these two terms are ambiguous on whether a replacement cistern is covered. The first term says that cisterns are covered, which without referring to any specific parts of the cistern could be understood to mean the whole cistern. However, the exclusion says that sanitary ware isn't covered. The policy terms don't specifically define sanitary ware and given the broadness of what sanitary ware is, and the terms saying that cisterns are covered, I don't think the terms give a reasonably clear expectation that a replacement cistern isn't covered.

On this basis, I don't think it was fair for Evolution to have declined the claim. So, I've thought about what Evolution should do to put things right.

I sympathise that Ms A was caused both inconvenience and a cost in having to the access work carried out. But I think the policy terms were reasonably clear that trace and access wasn't covered in this situation. And on balance, I think the access work was necessary for Evolution to determine the cause of the fault with the toilet, and to assess whether it could be repaired. So, I don't think it would be reasonable for Evolution to reimburse Ms A the costs she incurred for access to be created, or to compensate her for the inconvenience caused by having the access work carried out.

But I don't think it was reasonable for Evolution not to have completed the repair of the toilet once Ms A had the necessary access work carried out. Ms A has informed me that her toilet still hasn't been repaired, so to put things right, I think Evolution should settle Ms A's claim by replacing the cistern.

I think Ms A has also been caused some distress and inconvenience due to her claim for the toilet being unfairly declined. Ms A has had the use of another toilet in her home, but it has meant that she and her family have had to rely on a single toilet which will have reduced the utility of her home and caused some inconvenience. In addition to which, Ms A has had the upset of having her claim declined after having quite invasive access work done to her bathroom. So, I think some compensation is warranted and I think £250 would be a fair and reasonable amount and in line with our award levels."

Ms A replied accepting my provisional decision. Evolution replied to say that the trace and access work, which I'd described as 'invasive', was necessary and wasn't covered under the policy terms. So, it didn't think it was reasonable for this to have been a point of consideration when determining the compensation award for the distress and inconvenience caused to Ms A.

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.

I've considered Evolution's response to my provisional decision, but I've reached the same outcome for broadly the same reasons. Evolution hasn't provided me with anything more to think about regarding its decision to decline the claim, so I still think it was unfair for Evolution not to complete the repair work.

I don't dispute the necessity of the trace and access work, or that it wasn't covered under the terms of the policy. And I said in my provisional decision it wouldn't be reasonable to require Evolution to compensate Ms A for the inconvenience caused by having to carry out the trace and access work itself. So, the compensation I said Evolution should pay wasn't for the fact the trace and access work needed to be done.

However, Ms A's claim was unfairly declined, and it is this which I think caused Ms A distress and inconvenience. Ms A did what Evolution asked her to by having the trace and access work completed, following which after diagnosing the fault Evolution should have completed a repair. Had this repair been completed, it would have allowed Ms A to make good the damage caused by the trace and access work.

But because Evolution didn't carry out the repair, Ms A was unfairly left without the use of this toilet and was left with the damage from the trace and access work which she otherwise could have put right earlier if Evolution had completed the repair. I think compensation is warranted for the impact of this, and still find £250 to be a fair and reasonable amount for the distress and inconvenience caused.

Putting things right

I require Evolution to do the following:

- Reopen Ms A's claim and settle it by replacing her toilet cistern.
- Pay Ms A £250 compensation for the distress and inconvenience caused by unfairly declining her claim.

My final decision

My final decision is that I uphold this complaint, and I require Evolution Insurance Company Limited to carry out what I've set out in the 'Putting things right' section of this decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms A to accept or reject my decision before 9 July 2025.

Daniel Tinkler

Ombudsman