DRN-5636499

The complaint

Mr B complains about the way Evolution Insurance Company Limited handled a claim he made on his landlord home care policy.

What happened

On 12 December 2024 Mr B's tenants reported no heating and hot water at the property. Evolution attended the same day, but the engineer said he couldn't do any work on the boiler as the tenant had informed him the boiler's flue had been replaced a few days earlier, by a third party. As Evolution's policy terms say it doesn't cover work carried out by other (third party) engineers, it said the third party should be contacted instead.

Mr B complained to Evolution about this, he said no other engineers had been at the property. Evolution, having received an engineer's report from the letting agent, agreed to attend the property again on 18 and 22 December. After that final visit Evolution said it considered the boiler to be beyond economical repair, given issues with the heat exchanger and other parts.

Mr B remained unsatisfied with Evolution's handling, he said a competent engineer should've been able to diagnose this on the initial call out. Evolution provided a complaint final response letter in January 2025. It didn't accept its initial engineer had acted unfairly in not assessing the boiler, given the third party works. But it did accept there had been some delays caused by it later on in the claim. For those delays it offered £100 compensation to Mr B.

Mr B didn't accept that, he wanted Evolution to provide compensation for his tenant and letting agent. He also wanted reimbursement for heaters he'd sourced for the tenants. Evolution didn't agree to change its position, so the complaint was referred to the Financial Ombudsman Service.

Our Investigator ultimately recommended Evolution reimburse Mr B for the radiators he'd provided to the tenants. She was satisfied Evolution had caused delays in the claim, which meant the heaters needed to be provided. However, she considered the £100 offered in compensation to Mr B was fair. She said she couldn't award compensation to the tenants or the letting agents, as they are not policyholders.

Mr B wasn't satisfied with the outcome. He said Evolution had left a young family without heating in winter. Evolution also disagreed with the outcome. It said Mr B purchasing the heaters was not a proportionate response, it said it would have offered two portable heaters if requested. Although it accepted these should have been offered.

As the matter hasn't been resolved it has come 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.

Evolution accepts it delayed the claim by five days before its decision was made, on 22 December 2024, to decline to cover the works needed to the boiler. I think that is a fair assessment; I'm persuaded that had Evolution not caused delays then it's claim outcome could've been given five days earlier on 17 December, when the second visit to the property ought to have happened.

Whilst Mr B maintains the boiler could've been worked on in the first visit (12 December), I have seen sight of an engineer's report relating to work done on the flue, that was provided by the letting agent. The report I've seen isn't dated, but it mentions work to the flue, which the tenant is noted to have said happened just days before the heating stopped working. As such, I'm persuaded that the boiler was most likely worked on by a third-party engineer before the boiler was reported to Mr B as not working on 12 December. As such, I don't find Evolution's initial refusal to do works to have been unfair.

Further, the flue had been replaced just a few days prior to the claim, the notes say the tenant thought the issue might have been caused by its installation and Evolution's engineer reported that the flame was igniting for a few seconds and then cutting out. It's view was that this suggested an issue with the flue. I haven't seen anything which persuades me that was an unfair assessment to make at the time.

However, the policy terms say *"if we're not able to restore your heating during period 1 October to 31 March and you have no other source of heating, you may request two portable heaters from us".* That term isn't noted as being dependent on a claim being 'accepted' under the policy. So I consider, even though Evolution said it couldn't carry out a repair on 12 December, owing to the third-party work, it still should've provided two heaters. Evolution's complaint final response letter, when explaining its decision to award compensation to Mr B, also acknowledged that heaters were not offered.

Had the heaters been provided on 12 December, I think Mr B most likely wouldn't have incurred a cost to provide his own radiators to the tenants. As such, I'm satisfied a fair and reasonable outcome to the complaint is that Evolution reimburse Mr B for the cost of providing the heaters.

Evolution says whilst it has seen an invoice, this is not evidence Mr B paid this amount. It hasn't given any reason as to why it doubts Mr B has paid this sum. And having considered matters I'm satisfied its most likely he did. His tenants had a very young baby and were without heating, in winter. The invoice is from the letting agent to Mr B, it doesn't seem unreasonable to me that the letting agent would source the heaters and provide an invoice to Mr B for reimbursement of that cost.

I also don't agree with Evolution's position that purchasing oil filled radiators was not a proportionate response, given that it would only cover two heaters under the policy. I accept Evolution would've only covered two heaters under the policy, but it didn't give Mr B that option, instead he was left to decide what was appropriate to assist his tenants – who he said had a very young baby – to heat their home. I don't think providing three radiators to heat the whole property was a disproportionate response, in the absence of any assistance from Evolution.

I accept it is possible that, had Evolution told Mr B his tenants could have two heaters, that Mr B would have still provided them with another radiator (to make three heaters in total), given their circumstances, and so he'd have always had some outlay. However, in the circumstances of this case, given Evolution's delays, and its lack of assistance, I'm satisfied its fair and reasonable for Evolution to reimburse Mr B the £250 he paid. And in line with our approach to these types of awards, given Mr B has been unfairly without those funds, Evolution will need to add 8% simple interest per annum from the date the date Mr B paid invoice was paid, until the date of settlement.

However, I'm not going to require Evolution to pay Mr B more compensation than the £100 its already offered. Like our Investigator has already set out, I have no powers to award

Mr B's tenant, or the letting agent, any compensation for distress or inconvenience caused by Evolution's mistake.

Mr B has said the boiler issues meant he didn't increase the rent for the next tenancy period, when he would have otherwise done. But I don't think it's reasonable to require Evolution to compensate Mr B for his decision not to increase his tenant's rent. After all, whilst Evolution could've handled matters better, Mr B's tenants would have always been inconvenienced for a period by the boiler issues.

My final decision

My final decision is that I uphold the complaint and I direct Evolution Insurance Company Limited to:

- Pay Mr B £100 compensation, if it hasn't done so already.
- Pay Mr B £250 for the cost of the heaters. Add 8% simple interest* per annum from the date Mr B paid the invoice until the date of settlement.

Evolution must pay the compensation within 28 days of the date on which we tell it Mr B accepts my final decision. If it pays later than this it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8%* a year simple.

* HM Revenue & Customs may require Evolution to take off tax from this interest. If asked, it must give Mr B a certificate showing how much tax it's taken off.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 17 September 2025.

Michelle Henderson
Ombudsman