DRN-5742399

The complaint

Mr O has complained because it took Evolution Insurance Company Limited three attempts to fix a fault with a boiler that he claimed for under his home emergency insurance policy.

What happened

Mr O contacted Evolution as his boiler had stopped working. He said an L2 error code was showing. One of Evolution's appointed engineers came out and fixed the problem. He reported that he cleaned out a blocked condense trap.

About a month later Mr O contacted Evolution again as he had no hot water or heating. He said the L2 error code was showing again. One of Evolution's engineers again came out and fixed the problem. He reported that the condense was blocked and the flue sump was full of water.

About five weeks later Mr O contacted Evolution again as he had no hot water or heating. He said the same L2 error code was showing. An engineer attended again. He reported that the condense trap was blocked again. After access was gained to investigate whether the underlying cause was a blockage in the waste pipe the engineer reported that he again cleared the blocked condense pipe, but he also "put in a remedial to rerun the condense pipe to internal waste to prevent this keep happening".

On all three occasions Mr O had to pay the £95 policy excess before Evolution would send an engineer to fix the problem.

Mr O complained because Evolution didn't fix the problem initially and forced him to pay two further excesses. Evolution didn't uphold the complaint. In summary, it said its engineer was able to resolve the issue with the boiler on the first two occasions without needing to obtain further access to investigate the issue further. It also said the excess was payable for all claims and it wouldn't refund any of them as its engineer diagnosed and fixed the problem.

Evolution later told us the first engineer didn't misdiagnose the fault. It said if the fault was misdiagnosed it would have re-occurred immediately. It further said these faults aren't always readily identifiable and require a 'trial and error' type of approach to identify the cause of the problem. And the engineer completed the correct/appropriate work at that stage as he identified that the condense trap was blocked and subsequently unblocked and cleaned it. It acknowledged that the fault re-occurred but felt this was natural with a trial and error approach.

Our investigator thought the complaint should be upheld. She felt the fault should have been correctly identified during the first visit – which in turn would have meant the latter two visits wouldn't have been needed. So she asked Evolution to refund two of Mr O's excesses and pay him £75 compensation for the distress and inconvenience he suffered due to the repeated breakdowns.

Mr O accepted our investigator's conclusion but Evolution didn't. It remained of the view that the faults were resolved during the first two visits and the issue didn't re-occur until five to six weeks later. The fault was eventually resolved on the third occasion once further investigative work had taken place. So it felt the three policy excesses were correctly paid in line with the terms and conditions of the policy.

What I provisionally decided – and why

I issued a provisional decision which explained why I felt the complaint should be partially upheld. I've outlined the relevant parts of my provisional decision below and they form part of this final decision.

- Evolution didn't dispute that the problem Mr O reported fell within the cover provided by the policy. It was also clear that Evolution sent an engineer to the property each time Mr O reported a problem – albeit only after he'd paid the £95 excess. I didn't therefore consider those points. I thought the issue for me to decide – and what the complaint turned on – was whether the repair Evolution's engineer did on the first two occasions was sufficient to satisfy the policy requirement for him to make a reasonable effort to resolve the emergency/breakdown.

- On all three occasions, Mr O reported that the boiler wasn't working and he had no hot water or heating (although there was no reference in Evolution's notes about hot water and heating when Mr O reported the first problem it seemed most likely to me that this would have been the result if a boiler "stopped working"). On all three occasions the engineer found a blocked condense trap. It therefore seemed likely in my view that the reported problems were the same.

- I acknowledged and accepted Evolution's argument that this type of fault was often resolved through trial and error. So what might seem at the time to be an appropriate fix might later turn out not to be. Buit I wasn't persuaded by the argument that the fact the fault didn't re-occur for five to six weeks automatically meant it was correctly diagnosed and satisfactorily repaired. That was because although the blockage was cleared, it might have been cleared just enough for the boiler to work again. Or, it might have been completely cleared but because of the underlying problem the blockage started to reappear straightaway, albeit gradually, until it was so great five/six weeks later that the boiler stopped working and the L2 error code showed. I did nevertheless acknowledge that the initial problems Mr O faced – ie the lack of hot water and heating – were alleviated.

- In my view the fairest outcome was a compromise between Evolution's position and our investigator's suggested solution. That was because for the first claim I didn't think it was a requirement for the engineer to carry out in-depth and/or invasive investigations to diagnose and fix the problem with the boiler. I thought it was fair to conclude that a reasonable effort to resolve the breakdown consisted of the engineer finding what he thought was the cause of the problem (ie the blocked condense trap) and carrying out the rectification work needed (ie unblocking the condense trap) to get the boiler working again.

- But I thought the situation was different for the second claim. That was because the same fault was reported by Mr O and the same work was carried out by the engineer knowing (a) the same rectification work had been done five weeks earlier and (b) that rectification work wasn't lasting or effective and didn't really fix the problem. It seemed the engineer did some checks eg the gas pressure, voltage and continuity across components, but those checks were insufficient to diagnose the cause. In my view, given the same problem had been reported a few weeks earlier and had re-occurred, a reasonable effort to resolve the breakdown ought to have been checks being conducted along the lines of what the engineer did when the third claim was made.

- I wasn't aware of further similar problems being reported to Evolution following the third claim. So if the fault had been properly rectified during the second visit, I thought it was fair to conclude that it most likely wouldn't have re-occurred. That in turn meant Mr O wouldn't have needed to make the third claim, he wouldn't have needed to pay a third excess and he wouldn't have suffered the distress and inconvenience of having the boiler breakdown a third time.

- Accordingly, to resolve the matter I thought Evolution should:

  - refund the £95 excess Mr O paid for the third claim – plus interest at a rate of 8% simple (less tax if properly deductible) calculated from the date Mr O paid the excess until the date of payment
  - remove the third claim from its records and any external records eg the Claims and Underwriting Exchange ("CUE")
  - pay Mr O £75 for the distress and inconvenience caused by the boiler breaking down (and him not having hot water or heating in January) for a third time.

Responses to my provisional decision

Evolution partially accepted my provisional decision. It said it never logged the third claim on its system so there isn't any claim to remove. It also said the third claim wasn't logged on CUE.

We didn't receive anything further from Mr O.

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.

The only issues raised in response to my provisional decision were in respect of my proposed redress. Accordingly, my final decision remains as outlined in my provisional decision (for the same reasons) apart from what Evolution needs to do to put things right – which I outline below.

Putting things right

To resolve the matter Evolution should:

- refund the £95 excess Mr O paid for the third claim – plus interest at a rate of 8% simple (less tax if properly deductible) calculated from the date Mr O paid the excess until the date of payment
- pay Mr O £75 for the distress and inconvenience caused by the boiler breaking down (and him not having hot water or heating in January) for a third time.

As Evolution has confirmed that Mr O's third claim wasn't registered on its records or on CUE it isn't now necessary for it to remove the record of the claim from those records.

However, even if the third claim isn't on Evolution's records both Evolution and its appointed representatives are aware that Mr O initially made a third claim – a third claim I've concluded was only made because of an insufficient repair in the second claim. So, Evolution and any of its appointed representatives should ignore Mr O’s third claim in any future dealings it has with Mr O.

My final decision

I uphold this complaint. I require Evolution Insurance Company Limited to settle the matter as outlined under the ‘Putting things right’ heading above.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr O to accept or reject my decision before 9 September 2025.

Paul Daniel
Ombudsman