

The complaint

Mr N complains that Evolution Insurance Company Limited (“Evolution”) didn’t repair his boiler under his home breakdown policy and cancelled his policy.

What happened

Mr N held a home breakdown policy with Evolution which covered his boiler and central heating system in his tenanted property. He contacted Evolution in January 2025 to make a claim under his policy. An engineer attended and inspected the boiler but determined it was beyond economical repair (“BER”) as it was around 12 years old.

Mr N was unhappy with how Evolution had handled his claim and raised a complaint. He said Evolution hadn’t offered to make a temporary repair to the boiler and instead cancelled his policy and left his tenants without hot water and damage to his bathroom floor. He also outlined that he felt the policy wasn’t suitable as he’d previously been told the boiler was around six years old during a gas safety inspection in 2024 however Evolution had declined to cover the damage due to the boiler being 12 years old. Mr N said he subsequently called another company to fix the boiler who first made a temporary fix and then later a more permanent one. Mr N said he wanted his policy excess of £95 refunded as well as a return of the policy premiums he’d paid.

Evolution considered the complaint but didn’t uphold it. They said the boiler was 12 years old and in line with their policy terms, depreciated at a rate of 10% per year. As such, they said that at the time of the claim, the boiler was worth less than the cost of repairs, so they felt they had correctly determined it was BER. Evolution also said that the £95 excess was payable under the terms of the policy and non-refundable. But they did offer to waive any cancellation fees for other policies Mr N wanted to cancel with them. Mr N remained unhappy with Evolution’s response to his complaint – so, he brought it to this Service.

An Investigator looked at what had happened but didn’t think Evolution needed to do anything further. He said he was satisfied Evolution had deemed the boiler BER in line with the policy terms and had correctly cancelled the cover on that basis. The Investigator also felt it was fair for Mr N to be required to pay his policy excess and concluded there was no evidence of poor service, as Evolution had appointed an engineer to visit Mr N’s property within 24 hours and they had proactively tried to contact him after the visit.

Mr N didn’t agree with the Investigator’s outcome. He said Evolution had failed to provide the service he’d paid for under the policy, and it was not fair for Evolution to cancel the policy and this left his tenants without hot water. Finally, Mr N said he hadn’t refused to accept Evolution’s offer of a manufacturer repair and he had purchased the policy not knowing the age of the boiler. Mr N asked for an Ombudsman to consider the complaint – so, it’s 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.

Having done so, I've reached the same overall outcome as the Investigator, and I do not uphold this complaint. I appreciate this will be disappointing to Mr N – so, I've set out my reasoning below.

The relevant regulator's rules and guidance say that insurers must handle claims promptly and fairly. So, my role is to decide whether I'm satisfied Evolution handled Mr N's claim fairly and reasonably and in line with the policy's terms. I also want to acknowledge that I won't be commenting on every point Mr N has made. No discourtesy is intended by this; it simply reflects the informal nature of this Service. Instead, I'll focus on what I consider to be the key issues of complaint.

I understand why Mr N was unhappy that Evolution determined his boiler was BER and didn't apply a temporary fix. I've considered the relevant policy terms, and I can see they say that:

“... we will “write-off” your boiler if repair costs are estimated by our expert engineers to be more than your BER Limit or if parts are no longer available. If we decide that your boiler is BER we will offer you our boiler replacement terms...We will calculate your boiler's current value from its original price depreciated by 10% a year.”

Evolution provided details of how they valued the boiler, and I've looked at this alongside the cost of the repair. I see that the repair did in fact cost more than Evolution's valuation given the boiler was 12 years old at the time. And while I appreciate why Mr N may not have known that when he took the policy out, I don't find that in turn means Evolution acted unfairly here. The evidence I've considered persuades me that Evolution reasonably declared the boiler BER in line with the policy terms and I've seen no policy terms that required Evolution to carry out temporary repairs instead.

I've also noted Mr N's request for his policy excess to be refunded and carefully considered his comments about the lack of hot water and his tenants. While I naturally sympathise, I'm not persuaded it would be fair for me to hold Evolution responsible for this. Ultimately, Mr N was required to pay his policy excess in the event of a claim. And Evolution fulfilled their requirements by attending the property promptly and confirmed that Mr N's boiler couldn't be repaired within the remit of the policy. The fact that the boiler was deemed BER does not mean I can fairly conclude Mr N didn't receive a benefit under the policy or that he should be refunded his excess.

I've also considered Mr N's submissions around Evolution's communication with him and their decision to cancel the policy. Having reviewed the available evidence, overall, I'm satisfied Evolution sent regular communication attempts and set out what Mr N's options were. For example, in an email in January 2025, Evolution said he could either pay the cost of the repairs, accept their boiler replacement terms, or contact a local tradesperson. Evolution's email also set out that, as the boiler had been deemed BER, the policy had been cancelled. I can see this is set out in the policy terms, which say Evolution will cancel the policy in the event the boiler is found to be BER.

While I understand that Mr N was on holiday at the time, and he would have found this situation particularly frustrating, I've not seen any persuasive evidence that demonstrates Evolution acted unfairly or communicated improperly with him. Overall, I'm satisfied that they correctly concluded that Mr N's boiler was BER in line with the policy terms. And as their liability under the policy ended once they deemed the boiler BER, it was reasonable for Evolution to cancel it in line with the policy's terms.

While I appreciate this won't be the outcome Mr N was hoping for, I trust my decision explains why I have reached the outcome that I have.

My final decision

For reasons I have outlined above, my final decision is that I do not uphold this complaint or require Evolution Insurance Company Limited to do anything more in relation to it.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 13 January 2026.

Stephen Howard
Ombudsman