

The complaint

Mr S has complained about his home emergency insurer, Evolution Insurance Company Limited because its engineer broke his kitchen worktop whilst repairing the boiler.

What happened

Evolution's engineer visited Mr S's property on 4 April 2025. The engineer successfully repaired the boiler – but to enact the repair he stood on the kitchen worktop, which broke. When Mr S spoke to Evolution it initially said it would repair the worktop, but upon challenge from Mr S it said it would replace all the worktops in Mr S's kitchen.

Mr S then told Evolution that he felt it should replace his whole kitchen. Otherwise, Mr S said, the kitchen would not match. Evolution pointed out that not all the kitchen units had cupboard doors, it wasn't persuaded there would be a lack of match or that it should reasonably have to replace the kitchen. Mr S complained to the Financial Ombudsman Service.

Our Investigator noted that Evolution's engineer had caused damage. She noted Evolution had initially offered an unreasonable resolution in that respect – only offering to repair the broken worktop. But she also noted that Mr S had made what she felt to be an unreasonable request in the circumstances for Evolution to replace his whole kitchen. She was satisfied that replacing the worktops would be reasonable to resolve the damage Evolution had caused and that it should pay £150 compensation.

Mr S said he wanted his kitchen repairing. Evolution said it wasn't prepared to pay £150 compensation. It felt Mr S had never been prepared to accept anything less than having his kitchen replaced but that he had misled it throughout its efforts to resolve matters.

The complaint was referred for an Ombudsman's decision.

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 attended Mr S's home to repair his boiler. During that repair its engineer stood on Mr S's worktop (near the sink) and broke it. I'm not convinced standing on a policyholder's worktop is an assured and reasonable method for accessing a repair. I'm satisfied Evolution is liable for putting Mr S, as closely as reasonably possible, into the position he was in before its engineer caused damage to his home.

Prior to that engineer's visit, the worktop near the sink was not broken, nor was it in a state of having been repaired to resolve damage. And Mr S had a kitchen with three lengths of worktop which matched. So merely repairing the section of broken worktop was never reasonable, because it wouldn't have left Mr S as he was before the damage occurred. The reasonable resolution here was always for Evolution to replace all of the worktops. I'm satisfied that is what it should do now, or pay Mr S so he can have them replaced.

By the same token, Mr S's request for Evolution to replace his whole kitchen is not reasonable. The kitchen itself was not damaged and it did not match the worktops. Indeed not even all of the cupboard doors in the kitchen matched each other. So whilst I understand Mr S wants Evolution to replace his kitchen – that is not something I am prepared to require it to do. Simply put, in my view, that would be an unfair and unreasonable resolution given the damage caused.

Mr S had to follow up with Evolution in order to progress resolution of the damage. I've seen what Evolution has said, that Mr S called it unnecessarily and too often, and that it believes he was always looking to try and get his kitchen replaced. Nevertheless Mr S would never have needed to call Evolution at all if it had not damaged his kitchen. I'm satisfied that an award of £150 compensation is fairly and reasonably due to make up for the distress and inconvenience Mr S was caused by Evolution damaging his home and initially offering an unreasonable repair.

Putting things right

I require Evolution to replace or pay Mr S so he can replace, all three lengths of worktop in his kitchen on a like-for-like basis. In line with our usual approach, if Evolution is happy to do the work but Mr S will not let it, then any settlement of costs will be based on the cost to Evolution to complete that replacement. If Evolution is not prepared to complete the work, then it must pay Mr S's cost for the replacement. Mr S will have to evidence his cost and the replacement would be on a like-for-like basis to the worktop which was damaged.

I also require Evolution to pay Mr S £150 compensation.

My final decision

I uphold this complaint. I require Evolution Insurance Company Limited to provide the redress set out above at "Putting things right".

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 30 December 2025.

Fiona Robinson
Ombudsman