

The complaint

Mr H complains Evolution Insurance Company Limited (Evolution), declined his claim on his appliance insurance policy.

What happened

The background of this complaint is well known to both parties. So, I'll summarise the key points:

- Mr H bought a policy that provided cover for repairs following the mechanical or electrical breakdown of, or accidental damage to, an insured appliance in his home.
- Mr H made a claim as he said the freezer door on his fridge-freezer was not closing.
- Evolution sent an engineer to assess the claim. The engineer reported the freezer drawers were all damaged, but the appliance was in full working order and there was no issue with the door closing.
- Evolution declined the claim as it said the issue was not considered a breakdown and the damage to the drawers was cosmetic damage and did not affect the appliance's functionality.
- Mr H still felt this damage should be covered under the accidental damage part of the policy so has brought his complaint to this Service.

One of our investigators considered the complaint and thought it shouldn't be upheld. He agreed with Evolution that the damage to the appliance didn't meet the definition of a breakdown under the policy. And the damage to the drawers was cosmetic damage and didn't cause the appliance to breakdown, so he felt it was fair and reasonable for Evolution to decline the claim.

Mr H did not agree. In summary he said that the damage to the drawers should not be considered cosmetic as they are integral and functional part of the appliance. They are necessary for safe storage of food and without them it affects normal function of the appliance and therefore aligns to the policy's definition of breakdown.

Mr H also said the policy covers "repairs following accidental damage." Mr H maintains that the accidental damage to the drawers is physical, sudden, and unforeseen, and should reasonably be covered. So, he asked for a decision from an Ombudsman.

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 won't be upholding this complaint, for much the same reasons as our Investigator. I understand that this might be a disappointment to Mr H, but I hope my findings go some way in explaining why I've reached this decision.

I've considered both parties comments, and the evidence they've provided. The main issue of this complaint is whether Evolution was fair to have declined the claim, under the policy terms and conditions.

I've therefore looked at what the policy covers:

"Repairs following the mechanical or electrical breakdown of, or accidental damage to, an insured appliance in your home"

Breakdown is defined by the policy as:

"A persistent fault which has affected the normal functions of the insured appliance"

The engineer that attended, assessed the fridge-freezer and said the drawers were damaged but the appliance was in full working order.

Mr H has argued that the damaged drawers should not be considered cosmetic as they are integral and functional part of the appliance and required to store food safely. Therefore, he feels this affects the normal function of the appliance. But based on the evidence I have seen I think it was fair for Evolution to conclude that the damage to the drawers is not a persistent fault and the damage to them is not causing a mechanical or electrical breakdown. I'm satisfied that if you removed the drawers from the freezer the freezer would still be working in that it would maintain a consistent low temperature. I would consider the drawers as an accessory rather than the primary appliance and so I am satisfied that the definition of "Breakdown" wasn't met and there is no cover under this part of the policy.

I've therefore gone on to consider the accidental damage part of the policy. The policy defines accidental damage as:

"Physical damage arising from a sudden and unforeseen cause, or if you or another household member does something without meaning to, causing your appliance to breakdown"

I appreciate Mr H says that the accidental damage to the drawers is physical, sudden, and unforeseen, and should therefore be reasonably covered. But I'm not persuaded that it is likely that all the drawers suddenly broke from an unforeseen cause. But even if I was wrong about this, the policy clearly states the damage must cause the appliance to breakdown. I'm satisfied the engineer has already established the fridge-freezer is in working order, so this damage has not caused the appliance to breakdown.

In addition, the policy states it doesn't cover *"Cosmetic or decorative damage"* or *"Intentional damage, neglect, lack of maintenance or poor installation"*. I think based on the evidence I've seen, I am satisfied that it was fair for Evolution to decline the claim and class the damage to the drawers as cosmetic. The damage to the drawers doesn't impact the working of the appliance, so I'm satisfied that Evolution fairly declined Mr H's claim. So, I won't be asking it to do anything further.

My final decision

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 9 April 2026.

Angela Casey
Ombudsman