

## **The complaint**

Miss M complains about the decline of her home emergency insurance claim by Evolution Insurance Company Limited ('Evolution') and the service provided whilst responding to that claim.

Any reference to Evolution as the underwriters (insurers) of this policy includes the actions of any agents acting on their behalf or with delegated authority.

## **What happened**

The background to this complaint is well known to both parties. I won't repeat in detail what's already known to both parties. Instead, in my decision I'll focus mainly on giving the reasons for reaching the outcome that I have.

Miss M had a home emergency insurance policy with Evolution for several years. On 3 April 2025, Miss M registered a claim for an escape of water. Evolution arranged for an engineer to attend her property and they declined the claim shortly afterwards. Miss M then arranged a private repair.

As she was unhappy, Miss M raised a complaint about several issues, but primarily the claim decline and paying a £95 excess. Evolution partially upheld her complaint and offered £30 compensation as a good will gesture and also offered to waive the insurance premiums due for the next month.

Miss M remained unhappy and referred her complaint to our Service for an independent review. Our Investigator considered the complaint and recommended that it be upheld. As Evolution disputed the outcome, the complaint has been referred to me for a final 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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service. In my decision, I'll focus mainly on the complaint points that remain in dispute.

In summary, Evolution declined the claim as they said:

- Their engineer found "*...a perished copper pipe going underground. Excavation/digging would have been required to see how much of the copper pipe perished to effectively fully repair the leak...if a copper pipe is put underground and is not protected it will rot, and the fault is likely to reoccur*"
- Access was needed to locate and repair the leak and this isn't covered by the policy. Miss M had told them access had already been provided when logging the claim. Their engineer reported a copper pipe going into a floor had rotted and the only way

to carry out a repair was to drill a hole through the wall and divert the pipe.

- Miss M's private plumber later confirmed they spent two hours accessing the fault and carrying out the repair. Evolution say this supports the opinion of their engineer.

Miss M's position can be summarised as:

- Evolution's engineer spent very little time at her property and it doesn't justify the excess she paid.
- She needed to arrange a private plumber to carry out an urgent repair (due to family circumstances) and they were able to carry out a repair without drilling, diverting or further access being required.

On balance, I find that Evolution have unfairly considered and declined this claim, for the following main reasons:

- The only contemporaneous photos of pre-and-post repair were provided by Miss M. Evolution had an opportunity to take photos when their engineer visited the property. They are important pieces of evidence.

Evolution have placed heavy emphasis on the pipe going underground and *"excavation/digging would have been required to see how much of the copper pipe perished to effectively fully repair the leak."*

But the available photos show the leak was *above* the floor. I've seen no evidence that the leak was below the point where the pipe entered the floor. No excavation works took place and it can't be fairly concluded that the pipe wasn't protected underground. The post repair photo clearly shows the previous copper pipe has been connected via a plastic joint and Miss M has confirmed that the repair has been successful.

I agree with Evolution that there can often be more than one way to carry out a repair of this nature, but it remains that the private plumber has added, when asked for more detail (bold added for Ombudsman's emphasis):

- *"To access the pipe we went under the work top where the washing machine (that was already removed by the customer) in order to access the pipe and carry out the repair...**Nothing was changed or altered to access the pipe. It was a little awkward...to access in a small area...**"*

I find that the photos provided support this.

- The above testimony was first presented after the final response letter, but as Evolution have had an opportunity to consider the further evidence and it's an extension of what was already provided, I find that it's fair that it's admissible as a representation in this complaint.
- Evolution have challenged the earlier testimony of the private plumber who had stated (bold added for Ombudsman's emphasis): *"...had to be trimmed back and refitted with several connections to fix the leak. The pipes were in an awkward position, **and I had to spend 2 hours to access the pipe, attach the fittings and check that the leaks were fixed.**"* I find that the above testimony was summarising that it took two hours to fully complete the job – not that it took two hours to access the pipe. The further testimony I've quoted above from the plumber clarifies this point.

In summary, I find that Evolution unfairly declined this claim. This is not in keeping with their obligations under ICOBS 8.1, treating customers fairly and The Consumer Duty. I say this because Miss M has shown that an insured event covered by the policy occurred and

Evolution have been unable to show that they can fairly rely on the relevant policy exclusions (related to access and excavation) to decline the claim or limit their outlay.

#### *Other relevant points raised*

I don't uphold Miss M's point related to the payment of the policy excess. This was payable as per the policy terms as the first part of any claim that was made: *"If the product you chose includes an excess, you will need to pay this excess before we can arrange for one of our engineers to attend your property to try and resolve your claim"*.

Evolution have referred to the private plumber working for a maintenance company. But it's not in dispute that a leak occurred and Miss M was charged a fee for it to be repaired. No evidence has been provided that there wasn't a leak and Miss M was simply looking for the policy to provide general maintenance – which the policy isn't intended to provide. It may well have been the case that a plumber who also carried out other works for the company in question responded. This wouldn't be uncommon – just as Evolution have explained some of their gas engineers are trained to carry out plumbing related repairs.

Miss M has raised issue with Evolution's portal for logging claims and the calibre of staff. How a business chooses to set up such a system or train staff is beyond our Service's remit, but it's positive that Evolution have taken Miss M's feedback away. I've factored Miss M's overall service received into the below compensation direction.

Evolution offered £30 as a gesture of good will. I find this doesn't go far enough to recognise the impact on Miss M and the total of £150 recommended by our Investigator (for the reasons they outlined (unfair claim decline and service provided) to be broadly within the appropriate category of our published guidelines for these types of awards.

It's unclear whether or not Miss M was refunded one month's premiums, but I won't be directing Evolution to do this (if they've not already done so) as I'm satisfied the direction set out below is a fair and reasonable resolution to the complaint.

#### **Putting things right**

Miss M had a private repair carried out after the claim was unfairly declined.

Evolution will need to reimburse her the cost of that repair (£369.60) subject to the relevant policy limits and add 8% simple interest per annum. This is to be calculated from the date Miss M made payment (subject to reasonable proof of payment being provided by Miss M), until the date Evolution make payment to her.

Evolution will also need to pay a total of £150 compensation to Miss M. This is £120 in addition to the previously offered £30. Any awards already paid can be deducted from the total amount of £150.

#### **My final decision**

My final decision is that I partially uphold this complaint. Subject to Miss M accepting the decision before the deadline set below, I direct Evolution Insurance Company Limited to follow my direction as set out under the heading 'Putting things right'.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 18 February 2026.

Daniel O'Shea  
**Ombudsman**