

The complaint

Mr H complains Evolution Insurance Company Limited (Evolution) hasn't refunded his excess following it declining a claim he submitted under his home emergency insurance policy.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events.

Mr H holds a home emergency insurance policy which is provided by Evolution. Mr H was experiencing issues with the lights in his bathroom and so reported a claim under his policy. Mr H paid his £95 policy excess and Evolution arranged for an electrician to attend his property. The electrician concluded the light fittings required replacement and Evolution said this wasn't covered under the terms of Mr H's policy.

Mr H requested Evolution refund his policy excess but Evolution declined to do so, advising this was still payable. Mr H raised a complaint.

On 16 May 2025 Evolution issued Mr H with a final response to his complaint. It said an excess fee was payable for each claim made, and Mr H had made a claim. However, it did offer to reimburse Mr H £25 as a gesture of goodwill. Mr H referred his complaint to this Service.

Our Investigator looked into things. She said she thought Evolution should refund Mr H's policy excess along with interest.

Evolution didn't agree with our Investigator. It said the terms of Mr H's policy explained an excess was payable before its engineer would attend. And as an electrician attended Mr H's property and identified the fault, the excess was still payable.

As an agreement couldn't be reached the complaint has 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.

I want to acknowledge I've summarised Mr H's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead, I've focused on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr H and Evolution I've read and considered everything that's been provided.

It's not disputed that Mr H paid his policy excess and Evolution arranged for an electrician to visit his property. The electrician said two of the three spotlights were working, but concluded the issue was with the light fittings which required replacement.

Mr H's policy includes an exclusion which means there is no cover for:

'Improvement and general maintenance jobs (for example changing light bulbs, minor socket/light fitting failure where most room electrics remain in working order, bringing facilities up to latest regulations).'

Whilst I acknowledge Mr H has said the electrician was only at his property for a short period of time, and didn't carry out any electrical testing, I don't think it's unreasonable for Evolution to rely on the electrician's opinion. They are an expert in the field and I've not seen any evidence which contradicts the electrician's conclusions. So overall I think it was reasonable for Evolution to rely on the above exclusion to decline Mr H's claim.

Mr H requested his policy excess be refunded given his claim was declined, but Evolution said this was still payable.

The terms of Mr H's policy define excess as:

'As shown on your schedule, a payment by you towards each claim if you've selected a product with an excess or because your boiler is over 11 years old. Payment of this excess must be made before our engineer will attend. If you choose not to pay we will not proceed with your claim.'

Claim is defined in the policy as:

'A request for a repair or assistance under the insurance features of this agreement.'

Whilst I acknowledge Mr H did make a request for a repair or assistance, I'm not persuaded it's fair or reasonable for Evolution to retain Mr H's policy excess now it has declined his claim.

I'm satisfied the reference to 'towards' in the policy definition suggest the excess is a contribution by the insured towards the cost of a claim and subsequent repair. But no repairs were carried out, so Mr H hasn't received a benefit under the policy. I don't think it would be reasonable in these circumstances to require Mr H pay an excess.

I also think the requirement to pay the policy excess even when a claim is declined is an unusual one and would need to be clearly highlighted to the insured. However, I can see the Insurance Product Information Document (IPID) states if an excess applies to the product, then the insured would need to pay this toward each repair. It doesn't state the excess is payable even if repairs aren't carried out.

For the reasons I've explained, I don't think it was reasonable for Evolution to retain Mr H's policy excess following it declining his claim. So, I require it to reimburse Mr H his policy excess along with interest to represent the time he has been without this money.

My final decision

For the reasons I've outlined above I uphold Mr H's complaint about Evolution Insurance Company Limited. I require it to:

- Reimburse Mr H his £95 policy excess.
- Pay 8% per year simple interest on this amount calculated from the date it declined Mr H's claim originally, to the date it reimburses his excess.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or

reject my decision before 24 February 2026.

Andrew Clarke
Ombudsman