

The complaint

Mr A complains about how Evolution Insurance Company Limited (“Evolution”) handled the annual service of a boiler under his boiler insurance policy.

What happened

Mr A had an insurance policy with Evolution providing him with emergency assistance and an annual service covering a boiler.

In August 2024, Evolution contacted Mr A to offer him an annual service.

On 13 September Mr A contacted Evolution and asked for his boiler service to be booked in. Evolution said it would call him back the following day, but didn’t. Mr A chased up the appointment but struggled to get through.

Evolution and Mr A discussed a date for the appointment, which was initially set about a month away as Mr A wanted it to be on particular days of the week. In the call, he said some of the radiators weren’t working and Evolution said it would deal with the situation as needing a faster response.

An appointment was made for 23 September, but was cancelled at 5pm that day due to Evolution’s engineer having a family emergency.

Evolution then attended on 27 September, but its engineer said they thought the job was a radiator repair rather than a boiler service. The engineer serviced the boiler to Mr A’s satisfaction.

Mr A complained about the service he’d had. Evolution had offered him £30 compensation during his complaint, which it raised to £40. Mr A didn’t accept.

As Mr A remained unhappy, he brought his complaint to this service. He says he lost £250 income as he waited all day for the appointment that was cancelled, and then had to take a second day off for the revised appointment. He comments that Evolution charges customers £30 if the customer misses an appointment, so he asks for the same, plus some compensation.

Our investigator looked into it and thought it wouldn’t be upheld. He said Evolution’s policy didn’t cover loss of wages and it was able to cancel and rearrange appointments.

Mr A didn’t agree with the view. Because he didn’t agree, his complaint has been passed to me to make 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.

I’m not going to explore the events of the boiler service request in detail. Instead I’m going to

focus on what I think are the key areas of Mr A's complaint. This is in line with this service's informal approach. But I'd assure Mr A that I have read all of the file of evidence I've been supplied, even if I don't refer to it here.

I've looked at the timeline of events and I can see that Evolution had previously tried to book the boiler service in with Mr A but he wasn't available. Then, when he contacted it to carry out the booking, it wasn't able to carry out his request and then didn't call him back as it said it would. I agree with Mr A that Evolution's service could have been better here, but I can't see that there's much impact on him as the service was booked in soon after.

On the day of the appointment, the service was cancelled at very short notice right at the end of the day. I'm sure Mr A would have found this frustrating as he'd apparently waited in all day for the engineer to arrive.

I've looked at Evolution's policy wording, which says:

"Delayed or rearranged engineer visits

There may be circumstances such as extreme weather, government restrictions or the need to prioritise emergency repairs, when we reschedule your appointment. We'll inform you as soon as we can.

We're not responsible for any losses caused by delayed, rearranged or cancelled engineer visits."

Although the engineer's family emergency isn't listed as a reason why Mr A's appointment was cancelled, I don't think it's unreasonable to think this may, sometimes, happen. And although I can appreciate Mr A's disappointment, I think it's fair that Evolution needed to cancel it. The wording says it isn't responsible for losses, and I think this is fair.

I can also see that the appointment was rearranged for a few days later and the boiler service carried out. So I think it's fair I say the impact on Mr A was low.

I do understand Mr A's frustration with the impact of Evolution not calling him back, and the late cancellation of the appointment, but I'm not able to agree that the level of compensation offered by Evolution, which is £40, should be increased.

My final decision

Evolution Insurance Company Limited has already made an offer to pay £40 to settle the complaint and I think this offer is fair in all the circumstances.

So, my decision is that Evolution Insurance Company Limited should pay £40 to Mr A.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 1 April 2025.

Richard Sowden
Ombudsman