

The complaint

Mr B complains that Evolution Insurance Company Limited (EIC) misdiagnosed the boiler repair he needed and failed to identify unsafe pipework.

He had home emergency cover underwritten by EIC which included boiler repairs and an annual boiler service.

What happened

The circumstances of the claim and Mr B's complaint about the way EIC handled the repairs are well known to both parties, so I won't repeat the detail here. Instead, I'll focus on the key issues of Mr B's complaint in my findings, below, referring to the relevant evidence where I think it helps me explain the reasons for my 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.

Having done so, I've decided to partly uphold Mr B's complaint.

It's clear that the relationship between Mr B and EIC had broken down, evidenced by the lengthy correspondence and the inability to move the complaint forward. However, the following points are agreed:

- EIC offered to refund one £45 excess fee, increasing the amount to £60 by way of apology for a delayed appointment.
- EIC offered, but then withdrew its offer to refund £420 to Mr B which was the cost of his heating system power flush.
- EIC rejected Mr B's request for payment towards his re-piping.
- EIC rejected Mr B's request for compensation at a rate of £8 per day.

Our investigator didn't think EIC had handled the claim well and recommended that EIC:

- Pay Mr B £420 to cover the cost of the power flush.
- Pay 8% per annum simple interest on the £420 reimbursement.
- Pay £150 compensation for the overall shortfalls.

Mr B accepted the resolution to bring matters to a close, but EIC didn't agree. It said the expert report prepared by its field engineer concluded that it had correctly recommended a power flush and the pipework wasn't unsafe.

Power flush

Mr B said EIC incorrectly diagnosed that his boiler needed a power flush. EIC said its diagnosis was correct, but Mr B's engineer didn't do the power flush correctly.

Looking at the engineer reports provided by both parties, and the email correspondence between Mr B and EIC, I've noted the following evidence:

- EIC advised Mr B to have a power flush on more than one occasion, each time stating the system was "struggling to circulate".
- Mr B paid a private engineer to complete a power flush. But his boiler still didn't work properly, and he needed to call out EIC's engineer again.
- EIC replaced the pump, but the boiler remained faulty.
- EIC sent a different engineer who reported that the power flush wasn't needed but the pipework was dangerous and needed re-piping.
- Mr B had the system re-piped, after which the boiler worked.
- EIC sent another engineer to follow up on Mr B's complaint about the power flush misdiagnosis. The engineer reported that the pipe work was incorrect but not unsafe, and that the power flush had been needed.

Having considered this carefully, I'm persuaded by Mr B's claim. That's because when the power flush was completed, the boiler still didn't function properly. So, it's unlikely it was the correct solution to the problem. When Mr B acted on EIC's diagnosis that the system needed re-piping, his boiler worked again, suggesting that was the correct diagnosis. These two pieces of evidence support the findings of EIC's engineer who concluded that the power flush hadn't been necessary.

The engineer who said, later, that the power flush *was* needed, didn't see the boiler until after all the work was done and relied on photos.

So, on balance, I find that the evidence lends greater weight to Mr B's argument that the power flush was unnecessary.

I've noted EIC's comments about the power flush being done incorrectly. This seems to be, at least in part, because Mr B said the engineer removed the radiators and flushed them with a hose. However, both parties have acknowledged that he wasn't there at the time the work was done, so it's unreasonable to rely on his comments as an accurate account of the work done.

EIC said if the power flush had been done correctly, the re-piping wouldn't have been necessary. As the boiler worked properly after the pipe work was done, I think it's reasonable to conclude that the power flush was either done correctly or was irrelevant to the problem.

In the absence of any persuasive evidence that the power flush was done incorrectly, I can't reasonably conclude that EIC's comment is fair.

Therefore, I consider it fair and reasonable for EIC to pay Mr B £420 to cover the cost of the power flush which the evidence indicates was unnecessary. As he paid for the work some time ago, it's reasonable to require EIC to pay interest on the payment.

Unsafe pipe work

Mr B complains that his pipe work was unsafe and EIC's engineer said previous engineers should've noted that. EIC said it wasn't to the correct standard, but it wasn't unsafe.

While I accept that EIC's engineer reported that the pipe work was dangerous, I'm not persuaded that there's anything EIC needs to put right. EIC didn't install the pipes, so any problems would've been there for some years. If they were dangerous, it's likely the matter would've been picked up sooner. While one engineer who visited Mr B's home considered the pipes dangerous, the others either didn't comment or said they were wrong but not unsafe. Regardless of whether they were unsafe or not, Mr B's policy didn't provide cover for re-piping his system, so EIC would never have been required to do anything with them.

Mr B had the system re-piped which fixed his boiler fault. Although he said his family were in danger, I can't reasonably ask EIC to do anything because, thankfully, there's no evidence of any harm. Therefore, there's nothing for EIC to put right in respect of this issue.

Compensation

In light of the shortfalls identified, including repeated visits, incorrect diagnosis of faults, and avoidable delays, I can understand why Mr B felt let down and dissatisfied with the overall claim handling under his home emergency policy. He could reasonably expect to have his heating and hot water restored, or to receive accurate advice about what he needed to do if any part of that wasn't covered under the policy. I don't think that happened here, so I'm satisfied that £150 compensation is reasonable in the circumstances.

In summary, I find that the evidence supports Mr B's complaint that EIC failed to correctly diagnose his boiler fault, causing him to arrange and pay for a power flush unnecessarily. Therefore, I think it's fair and reasonable for EIC to cover the cost, along with interest, and compensate Mr B for the inconvenience caused.

My final decision

For the reasons I've given, my final decision is that I partly uphold Mr B's complaint and Evolution Insurance Company Limited must:

- Reimburse £420 which is the cost of the power flush.
- Pay 8% per annum simple interest* on the reimbursement from the date Mr B paid for the power flush until the date EIC Limited makes payment.
- Pay £150 compensation for the mistakes made and inconvenience caused.

*If EIC considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Mr B how much it's taken off. It should also give Mr B a certificate showing this if he asks for one, so he can reclaim the tax from HMRC if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 10 November 2023.

Debra Vaughan
Ombudsman