

## **The complaint**

Mr B is unhappy that Evolution Insurance Company Limited (“Evolution”) didn’t repair his boiler under his home breakdown policy. Any reference to Evolution includes its agents.

## **What happened**

The background to this complaint is well-known to both parties. So, I’ve set out a summary of what I think are the key events.

Mr B had a home breakdown policy which provided cover for repairs to the boiler and central heating in his tenanted property. The heating failed so he claimed under the policy. An engineer attended and when Mr B arrived, he noted that parts of the boiler appeared to be broken. The engineer was speaking on the phone, which Mr B said he found unprofessional.

The engineer told Mr B that his boiler was beyond economic repair (BER). Mr B said that when the engineer left, the heating was working with manual operation of the thermostat, but there was no hot water. Evolution recommended a new boiler and refunded the premium for the remainder of the policy.

Mr B paid an independent engineer to repair the boiler. He complained to Evolution that its engineer had caused the damage to his boiler and hot water, and it had incorrectly deemed his boiler BER. He asked Evolution to cover the cost and refund his policy fee for its engineer’s attendance. Evolution didn’t agree that its engineer caused any damage, and it maintained that the boiler was BER. Evolution said the independent engineer had simply cleaned the part it would’ve replaced had the cost not been in excess of the boiler’s value. Evolution didn’t think that could be classed as a permanent fix.

Unhappy with its response, Mr B brought his complaint to us.

One of our investigators looked into Mr B’s complaint. He didn’t think there was evidence that the engineer had caused any damage to the boiler, and Evolution had deemed the boiler BER in line with the policy. Therefore, our investigator didn’t think there was anything for Evolution to put right.

Mr B didn’t agree. He repeated that the hot water was working before the engineer appointment, and it was his own engineer who repaired the boiler. Mr B remained of the view that Evolution had failed to provide the service he’d paid for, and it was not financially beneficial for him to have the boiler replaced.

As Mr B didn’t accept our investigator’s view, the complaint was 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.

Having done so, I’ve decided not to uphold Mr B’s complaint for broadly the same reasons as our investigator.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. My role is to look at the evidence and decide whether Evolution handled Mr B's claim fairly and reasonably in all the circumstances.

I won't comment on every point Mr B has made. Instead, I'll focus on the key issues of complaint and the points he raised in response to our investigator's view.

### *Boiler and hot water*

Mr B said Evolution's engineer damaged his boiler and left the property without hot water. The evidence shows that Mr B noted the damage when the engineer was present but didn't see it happen. He said his tenants didn't touch that part of the boiler, therefore it must've been the engineer.

I've considered what Mr B said and in doing so I've also looked at the independent engineer's report he provided. While the evidence shows that part of the boiler was broken or wired incorrectly, there's nothing to show that Evolution's engineer caused the problem. Given that the heating was working when the engineer left, it's difficult to conclude that he caused damage.

Mr B said the hot water was working when he reported the boiler fault, but it wasn't when the engineer left. I understand there was some confusion initially about what the fault was, and I can understand that Mr B would've been frustrated that the hot water wasn't working. However, Evolution's engineer explained that the boiler was BER, which meant a repair under the policy wasn't possible. So there ought not to have been any expectation that everything would be in full working order when he left.

In the absence of any clear evidence, I see no reason to conclude that Evolution caused damage to an already faulty boiler.

### *Beyond Economic Repair*

Mr B said his boiler wasn't BER, evidenced by the fact that his own engineer repaired it. Therefore, he thinks Evolution didn't provide the service he paid for.

I understand why Mr B would've been unhappy at the possibility of paying for a new boiler, especially as his engineer managed to repair the fault. But Evolution didn't say it couldn't be repaired - it said it wasn't economical to do so. That is, the cost of the repair would've been more than the boiler was worth.

The policy sets out the detail of the contract between Mr B and Evolution. It states:

#### *Beyond economic repair*

*Boilers have a working life of, usually, 7 to 20 years. Their value reduces over time. If, after an engineer visit and assessment, repair costs are estimated to be more than the current value of the boiler we will not be able to carry out a repair but will try to assist you with other options.*

Mr B had his boiler repaired, and he considered that was a more cost effective outcome for him. Evolution didn't think it would be a lasting repair given that the boiler was 17 years old. Evolution provided details of how it valued the boiler and I've looked at this alongside the cost of the repair Mr B paid for. I see that the repair did in fact cost more than Evolution's valuation.

Therefore, the evidence persuades me that Evolution reasonably declared the boiler BER in line with the policy.

### *Engineer's charges*

Mr B asked that Evolution reimburse him for the independent engineer's charges and his policy fee for the initial call out. Evolution attended to repair the boiler but deemed it uneconomical to do so. Therefore, I'm satisfied the attendance fee was a valid charge.

As Evolution had inspected and deemed the boiler BER in line with the policy terms and conditions, I see no reason to ask it to reimburse the independent engineer's charges. Once Evolution had given its decision, which was demonstrated to be accurate by the engineer's charges, it had no further liability.

### *Further comments*

I've noted Mr B's comments about the lack of hot water and the vulnerable tenants. While I can sympathise, it's unreasonable to hold Evolution responsible. That's because it attended promptly and confirmed that Mr B's boiler couldn't be repaired within the remit of the policy.

Mr B found Evolution's engineer to be unprofessional because he was talking on the phone during the boiler inspection. However, both Mr B and Evolution confirmed that the engineer was seeking advice from another engineer. Given the outcome of the engineer's assessment, I can't say it was unreasonable that further advice was obtained before reaching the BER conclusion.

I also note that Mr B said the repair his engineer completed was financially beneficial to him. I don't doubt what he says. But it remains that Evolution refused to repair the boiler in line with the policy.

Overall, while I accept this would've been frustrating for Mr B, I'm satisfied that Evolution concluded his boiler was BER in line with the policy, and there's no evidence to show that its engineer caused damage. As Evolution's liability under the policy had ended once it deemed the boiler BER, it had no responsibility for any charges Mr B incurred for subsequent repairs.

### **My final decision**

For the reasons I've given, my final decision is that I don't uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 26 November 2024.

Debra Vaughan

**Ombudsman**