

## **The complaint**

Mrs D complains that Evolution Insurance Company Limited (EIC) haven't fairly handled her claim under her home emergency policy.

## **What happened**

The details of what happened are well known to both parties. I will just summarise them here.

- Mrs D had home emergency cover, underwritten by EIC.
- In February 2025, she reported a fault with her boiler (causing issues with her heating and hot water).
- EIC advised that a gas leak would not be covered and signposted Mrs D to the right organisation. They did agree for an engineer to attend, at a charge of £95.
- The engineer attended and advised that the boiler would be deemed 'beyond economic repair' (BER) as it would cost them more to fix the issue than the value they had for the boiler.

Mrs D complained. She was unhappy with the initial confusion regarding the £95 charge, she didn't feel it was fair that EIC were refusing to carry out repairs. She subsequently cancelled her policy. She said she managed to get a repair for less than £250 (the approximate value EIC had placed on the boiler).

EIC didn't uphold the complaint, they said they had valued the boiler fairly and in line with the policy terms and conditions. They said the cost for the remedial work was approximately £400, so they were acting fairly in deeming the boiler BER and offering the boiler replacement terms.

Mrs D brought her complaint to our Service for an independent review. Our Investigator looked into it and thought EIC had acted fairly, he said EIC were fair in deeming the cost of repair higher than their value of the boiler. He noted the initial £95 charge was refunded.

Mrs D didn't agree, she said the repair costs had been overestimated to make sure they were over the value of the boiler.

As no agreement was reached, the case 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.

Having done so, I agree with the outcome reached by the Investigator. I'll explain why.

Mrs D's policy gives EIC the right to deem her boiler BER, it states:

*“Just like in car insurance we will “write-off” your boiler if repair costs are estimated by our expert engineers to be more than your BER Limit or if parts are no longer available. If we decide that your boiler is BER we will offer you our boiler replacement terms. This could save you money in the long run”.*

Further, the policy explains how they will value Mrs D's boiler when making this decision:

*“We will calculate your boiler's current value from its original price depreciated by 10% a year. We recognise that simple repairs could get your boiler working again by always valuing it at £250 or more”.*

EIC has evidence that at the time of this claim, the boiler value was approximately £250 (£1100 value with fifteen years of depreciation). They have provided their quote for repair of just under £400 and I don't have any evidence to suggest this was wrong or enough to conclude this was inflated. I think EIC acted fairly in determining the boiler BER.

EIC offered Mrs D to have the manufacturer attend for repair, outside of the terms of the policy, at what they say was a discounted cost of £200. Mrs D declined this and elected to have her own engineer attend and she says the problem was resolved for just under £250.

Whilst I don't doubt this was the amount she paid, I haven't been provided with any evidence to conclude what it included and whether this was for less or different work than the quote EIC were given. Ultimately, I don't have sufficient evidence to say EIC's quote and their BER decision was unfair.

Mrs D has also complained about the initial communications and charging of the £95 for the first engineer to attend. However, the policy appears to provide for that amount through an excess and I can see the amount was refunded anyway during investigation of this complaint.

In summary, the policy entitled EIC to deem the boiler BER and I think they did this fairly. They acted reasonably in offering Mrs D replacement terms or for a manufacturer's engineer to attend and in also refunding the initial charge.

### **My final decision**

For the reasons set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 26 February 2026.

Yoni Smith  
**Ombudsman**