

## complaint

Mr K complains that Acromas Insurance Company Limited should make payment under a home emergency policy.

## background

Mr K had a policy branded with the name of his bank. The home emergency cover was underwritten by Acromas. Mr K paid to have his boiler replaced. He complained when Acromas declined to pay him the “beyond economic repair” (BER) payment of £250.

The adjudicator did not recommend that the complaint should be upheld. He concluded that Mr K had not provided sufficient evidence that the boiler was BER.

Mr K disagrees with the adjudicator’s opinion. He refers to the bank’s wording.

## my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

I am satisfied that the relevant policy terms are as follows:

*“...words which have a special meaning. Each word is listed with the meaning explained below it and is printed in bold type whenever it appears in the policy*

### ***Beyond economic repair***

*When we determine that the cost to repair the boiler within the primary heating system in your home will exceed its replacement value or where spare parts are no longer readily available...*

### ***Primary heating system.***

#### ***What is covered.***

*Complete or partial breakdown of the primary heating system that results in no hot water and/or no heating being provided to the home. If the boiler in your primary heating system is, in our opinion, beyond economic repair, cover under this section will cease until your boiler is replaced. We will contribute a maximum of £250 towards the cost of you replacing it with a new boiler. This can be claimed by providing us with a copy of the receipt for your replacement boiler within 60 days of the call-out.”*

I do not consider Acromas responsible for work which was carried out on Mr K’s boiler by engineers engaged by a previous underwriter of his home emergency cover.

From what Mr K has said, I accept that the engineers appointed by Acromas suggested that Mr K should contact those previous engineers to ask them to put right their incorrect fitting of a valve. Therefore I do not find it likely that the Acromas engineers said that the boiler was BER.

I infer that Mr K was not able to get the previous engineers to do remedial work. He decided to have a new boiler. I have seen the invoice for about £2,500 from a well-known supplier – and the loan agreement to pay for it.

What I have not seen is sufficient evidence of the cost of repairing the old boiler to persuade me that it was actually BER. Therefore I do not conclude that Acromas treated Mr K unfairly or unreasonably by declining to pay £250 towards the cost – or to reimburse any of the costs of home emergency cover or to pay him compensation.

**my final decision**

For the reasons I have explained, my final decision is that I do not uphold this complaint. I make no award against Acromas Insurance Company Limited.

Christopher Gilbert  
**ombudsman**