

The complaint

Mr C is unhappy that British Gas Insurance Limited condemned his boiler after he made a claim under his home emergency insurance policy.

What happened

Mr C had a policy with British Gas that provided (amongst other things) breakdown cover for his boiler. On 9 December 2024 he contacted British Gas as the boiler had developed a small leak.

British Gas sent an engineer to investigate the issue. Mr C says the engineer made no attempt to repair or investigate the leak. Instead he said he was going to sever the gas connection to the boiler as it was unsafe. That meant Mr C and his wife who are an elderly couple with health problems had no central heating or hot water. British Gas left them with two heaters.

In February 2025 Mr C's own gas engineer repaired the boiler. He said there had been no need for it to have been disconnected.

Mr C complained to British Gas that the boiler shouldn't have been disconnected. It said its engineer had no option but to disconnect the boiler for Mr C's own safety. It cancelled the policy and refunded a proportion of the premium.

Mr C referred his complaint to this service. Our Investigator didn't uphold it. He didn't think British Gas had treated Mr C unfairly. As Mr C didn't agree, the matter has been referred to me.

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 appreciate that the impact on Mr C and his wife of having their boiler disconnected for several weeks. I can understand why he might feel it was unjustified when his own engineer was able to get the boiler working again.

British Gas said the boiler was over 25 years' old. I can see from the service history that it had suffered from various leaks in the past. The British Gas engineer thought the leaks had caused the rivets in the boiler's case to become rusty and some rivets were missing. It said this was an immediate health and safety concern and a breach of gas safety legislation.

Mr C disputes this. His engineer didn't refer to the rivets in his report but just commented on the way the boiler functioned after it had been reconnected to the gas supply. It seems all his engineer did was to reconnect the gas supply and test the emissions. He didn't say anything in his report about the integrity of the boiler case. Mr C's engineer didn't appear to share the concerns that the engineer working for British Gas had but that doesn't mean those concerns weren't valid. A boiler that's not held in place securely is a potentially dangerous

situation. I'm not persuaded that British Gas acted unreasonably in condemning and disconnecting it.

I've also looked at whether British Gas should have tried to repair the boiler. British Gas says it wasn't able to get the parts it needed for a repair. It had been telling Mr C since 2020 that spare parts for his boiler might not be available. Since it appears to have been about 11 years since that type of boiler was last manufactured, I can understand why that should be the case. The policy says that if British Gas can't get replacement parts, it may need to cancel the policy which is what happened. Due to the age of the boiler Mr C wasn't entitled to have his boiler replaced if it couldn't be repaired.

Although Mr C suffered a great deal of inconvenience by having his boiler condemned by British Gas, I don't think it acted unreasonably. It follows that it doesn't need to compensate Mr C.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 9 October 2025.

Elizabeth Grant
Ombudsman