

The complaint

Mrs F has complained that British Gas Insurance Limited (British Gas) wouldn't cover a boiler repair under her expired home emergency policy.

What happened

Mrs F had home emergency cover with British Gas for several years. When the policy came up for renewal in 2025, she cancelled the policy because she was due to move home. British Gas cancelled the policy.

Shortly after the policy expired, Mrs F contacted British Gas because the boiler was losing pressure. British Gas told Mrs F any work would be chargeable because she didn't have a policy in place. Mrs F asked for loyal customers to be offered the option of one month's cover. British Gas said it didn't offer this.

Mrs F booked a chargeable boiler service online. An engineer visited and serviced the boiler. Mrs F contacted British Gas again because she said the boiler was still losing pressure. Another engineer carried out a chargeable visit and replaced the shredder valve. Following this, Mrs F contacted British Gas again because she said the boiler was still losing pressure. Another engineer visited and found the boiler needed a new heat exchanger. The engineer provided a quote for the part, which Mrs F declined to accept.

Mrs F complained. She was concerned her boiler had failed a few months after it had been serviced as part of her British Gas policy. When British Gas replied, it said it was likely that the fault with the heat exchanger was present prior to the chargeable service visit. However, Mrs F hadn't previously reported a fault or hadn't noticed one. None of the tests carried out by its engineers would have caused the heat exchanger to leak. It was a part failure caused by corrosive system water or general wear and tear. The boiler had failed over three months after the most recent annual service under the policy. It said it could only assume the boiler had been ok during that period. So, any faults would now be chargeable as there was no active contract.

When Mrs F complained to this Service, our Investigator didn't uphold the complaint. He said British Gas had cancelled the home emergency policy at Mrs F's request. He said British Gas had also reviewed when the fault likely occurred. This identified that it was probably there when the engineers visited after the policy expired, but there wasn't evidence it was present when the policy was still active. There wasn't evidence that there was an issue with the heat exchanger during the last annual service under the policy. He said British Gas didn't need to do anything further.

As Mrs F didn't agree, the complaint was 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.

Having done so, I don't uphold this complaint. I will explain why.

I've looked at what happened when Mrs F asked British Gas to cancel the home emergency cover. This was through an online chat. I've read the transcript. This showed that Mrs F said she wanted to cancel the cover at renewal because the cost had increased and she was about to move house. British Gas asked if Mrs F wanted cover until she moved. It said that it could then be cancelled when she moved. Mrs F said she was willing to take the risk of not having cover. She didn't want to pay £40 per month for the cover. British Gas said it could look at reducing the price or it could just provide the boiler cover. Mrs F said she just wanted to cancel. So, British Gas confirmed the policy wouldn't renew. I think it was reasonable that British Gas explained the options available to Mrs F before her house move and that it then, at Mrs F's request, arranged for the policy not to renew.

This meant that Mrs F had no policy cover from the date on which the policy expired. I should make clear that this meant the visits after that date weren't under a contract of insurance. This Service can only consider activities within our jurisdiction. In this instance, it is British Gas carrying out activities under an insurance contract. Chargeable annual services and repairs are not under an insurance contract. However, I've looked at what happened after the policy expired to see whether this showed that the repairs required were due to an error or issue caused while Mrs F still had the insurance in place.

I've looked at the boiler service history under the policy. This showed that the annual service took place on 5 November 2024. This was just under three months before the policy expired. The notes didn't list any issues with the heat exchanger. I also haven't seen anything to suggest Mrs F had any concerns at that time about how the annual service was carried out. About two weeks after the policy expired, Mrs F contacted British Gas to say there was a problem with the boiler pressure. I think it was reasonable that British Gas said Mrs F didn't have cover under the policy. It had acted on Mrs F's instructions and cancelled it.

Following this, Mrs F arranged for British Gas to carry out a chargeable boiler service. Following the service, Mrs F contacted British Gas again to say the boiler continued to have pressure issues. In later visits, British Gas engineers found the shredder valve and the heat exchanger needed to be replaced. But I haven't seen evidence that these issues should have been picked up in the November 2024 annual service. I'm aware Mrs F has said she got another company to replace the heat exchanger, who told her the boiler seemed to have been poorly serviced for many years. However, I've seen no expert evidence to show this or that this was the cause of the heat exchanger failing.

So, I haven't seen evidence to show that the boiler pressure issues were down to the actions of British Gas while the policy cover was in place. After the November 2024 annual service, Mrs F didn't report any issues. So, I think it was reasonable for British Gas to decide there weren't any issues while the policy cover was in place. I also haven't seen evidence that persuades me the issues reported after the policy expired were more likely than not down to something that either wasn't identified, or was caused by, the November 2024 annual service. I'm aware British Gas waived some of the repair costs that were chargeable after the policy expired as a gesture of goodwill. But, having looked at what happened and whether the issues were likely the result of something that happened while the cover was still in place, I don't think British Gas needs to refund anything further or pay compensation.

As a result, I don't uphold this complaint or require British Gas to do anything else in relation to it.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F to accept or reject my decision before 19 November 2025.

Louise O'Sullivan
Ombudsman