

## **The complaint**

Mr A and Ms H have complained about British Gas Insurance Limited which they'd sought home emergency cover from and which, on its first visit to their let property, declared the home's boiler unsafe and capped it, leaving their tenants without heating or hot water.

## **What happened**

Mr A and Ms H sought cover from British Gas. They'd had the boiler serviced about a month before but British Gas, in initiating the new contract, wanted to check the boiler itself. British Gas's engineer (E1) said the boiler was unsafe – producing too much carbon monoxide and with an unsealed/unsupported flue. He switched the boiler off, capped it and left the property.

The tenants then had no heating and hot water. Mr A and Ms H began corresponding with British Gas to understand what had happened. They got another gas engineer (E2) out and told British Gas that E2 had said the carbon monoxide levels were fine. They said E2 had found the boiler was now not working and they said the faults with it must have been caused by E1. They had the boiler replaced and expected British Gas to reimburse their costs.

Mr A and Ms H complained to British Gas about the capping, the content of the correspondence which had followed and the need to replace the boiler. British Gas in an email said the boiler was stopped from working by E1 because it was dangerous. In a complaint final response letter British Gas acknowledged some issues with its correspondence and sent a cheque for £100 but maintained it had acted reasonably regarding the boiler. Mr A and Ms H complained to the Financial Ombudsman Service.

Our Investigator asked Mr A and Ms H for any evidence they had from E2, either to show E2 found the boiler was safe or detail on any faults which were found. Mr A and Ms H said they had no evidence but, they said, there was a clear chain of causation in that British Gas had last worked on the boiler before faults were found.

Having considered everything that had happened, alongside the available evidence, our Investigator did not uphold the complaint. He noted British Gas had shown the safe carbon monoxide level set by the manufacturer of the boiler had been found, by E1, to have been exceeded. So he was satisfied that alone merited the action E1 had taken. He said there was no evidence E1 had done anything to cause faults with the boiler. He was satisfied British Gas had been unclear in its communication with Mr A and Ms H. But he was also satisfied the £100 it had paid was fair and reasonable compensation for the upset caused by that error.

Mr A and Ms H disagreed with our Investigator's findings. They said it wasn't clear when British Gas had obtained evidence as to the manufacturer levels, or when the value it said E1 had recorded had been entered on to its system. They said the correspondence issues with British Gas had dragged on for months and caused them immense stress and a drain on their time. They indicated they'd only view an award of more than £300 to be sufficient.

The complaint was referred for an Ombudsman's decision.

## **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 can see this was a frustrating time for Mr A and Ms H. However, I'm not persuaded British Gas did much wrong.

Looking at the details about the visit where E1 capped the boiler, I'm satisfied British Gas has shown what the manufacturer's accepted level is and that a reading above that was found. Mr A and Ms H have not evidenced that E2 found a reading at an acceptable level. I'm not persuaded British Gas did anything wrong when it capped the boiler.

E1 was the last engineer to work on the boiler before E2 did. But given E2 must have uncapped the boiler in order to check levels, E2 was the last engineer to work on the boiler before the faults were found. Mr A and Ms H are alleging that E1 damaged their boiler, it is up to them to show that is most likely what happened. I'm not satisfied they've done that.

After the boiler was capped, when Mr A and Ms H began corresponding with British Gas, the first email British Gas sent confirmed the manufacturer level and the level in excess of that recorded by E1. Mr A then began questioning what standards British Gas use to measure safety by and whether they are clearly advertised on its website. From there British Gas did make a couple of errors in its correspondence. It's acknowledged it incorrectly said there was no internal record of the level noted by E1. And our Investigator noted one email sent by British Gas indicated E1 had recorded a much higher level than that set out in its first email. British Gas really should have acted more carefully to avoid simple errors like that, and I can understand Mr A and Ms H's frustration with it.

I appreciate Mr A and Ms H spent time corresponding with British Gas. But, at the heart of their correspondence was their disagreement with the boiler being capped. Even though British Gas had answered that point at the very outset of the email communication. Yet even knowing that British Gas had said that E1 had found levels in excess of what the manufacturer set as safe, Mr A and Ms H challenged that. I'm not persuaded that British Gas avoiding the errors it made would have materially changed the course of the correspondence which led to the complaint.

I can see from Mr A and Ms H's replies to our Investigator that they think it's unfair for this Service to judge what they would likely have done and how they felt. However, they have asked us to consider their complaint and, to do that, those are exactly the types of judgements we need to make.

Having considered everything I'm satisfied that British Gas acted fairly and reasonably when it capped Mr A and Ms H's boiler. I'm also satisfied that it has not been shown that British Gas most likely damaged the boiler. I'm further satisfied that British Gas did cause confusion with some of its correspondence but that the £100 compensation it has paid for that is fair and reasonable.

## **My final decision**

I don't uphold this complaint. I don't make any award against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A and Ms H to accept or reject my decision before 15 January 2026.

Fiona Robinson  
**Ombudsman**