

The complaint

Mrs F and X have complained about the actions taken by UWI Limited ('UWI') under their boiler and home cover insurance policy. For the avoidance of doubt, the term 'UWI' includes reference to UWI's agents, contractors and representatives for the purposes of this provisional decision.

What happened

Mrs F and X experienced problems with their radiators at their home in the autumn of 2024 and they contacted UWI as they held a boiler and home cover policy with UWI at the relevant time. UWI's engineer attended Mrs F and X's home, isolated the boiler and issued a 'Warning/Advice Notice' dated 11 October 2024. This stated, 'Boiler leaking carbon-monoxide, spillage on wall and ceiling'. The engineer also informed Mrs F and X that the boiler was 17 years old and recommended that it be replaced.

Mrs F and X sought a second opinion from their own contractor who attended two days later and stated that there was no leak, and that the boiler was still safe. He reconnected the gas to the boiler and tested the system for carbon monoxide using a CO gas monitor tester. He subsequently returned and issued a 'gas safety certificate' which confirmed that the boiler was safe. He also resolved the problem with the radiators.

Mrs F and X were unhappy with the actions of UWI and felt that its approach had been unacceptable. They wanted to receive a letter of apology, a full refund of their insurance premiums, reimbursement of the costs of their own engineer and £8,000 in compensation for the pain and suffering caused by being left without heating.

UWI considered that its contractors had provided an appropriate service. Following Mrs F and X's complaint to UWI, it maintained its stance. Mrs F and X therefore referred their complaint to this service. The relevant investigator didn't uphold the complaint. She acknowledged that UWI hadn't explained why further diagnostic checks weren't carried out. However, on balance, she considered that UWI's engineer had decided that the boiler was immediately dangerous. She said 'Ultimately, as he was the expert that attended the property, he was entitled to make a decision [based] on what he found at the time.'

Mrs F and X remained unhappy with the outcome of their complaint. In the circumstances, the matter was referred to me to make a final decision in my role as Ombudsman. I issued a provisional decision in October 2025 which read as follows:-

'The key issue for me to determine in this case is whether UWI acted in a fair and reasonable manner under the relevant policy. I don't consider that it did, and I'll explain why. In reaching this decision, I've considered the submissions of each party as summarised below. I turn firstly to Mrs F and X's submissions. In summary, their complaint was that UWI had wrongly condemned their boiler and cut their supply without conducting adequate tests.

X stated that UWI's contractor had visited the home on 11 October 2024 following a request for assistance, however the contractor identified a problem with the boiler. X went to get some heaters, and when he got back, the boiler had been disconnected, with a gas pipe and

water pipe cut, and the boiler unusable. X suspected that the engineer didn't have the necessary equipment to make this judgment, as if he'd used it, he would have found no monoxide leaking. In the circumstances, the engineer didn't provide any readings, yet he issued a 'warning notice'. X said that UWI then 'organised an estimate from their colleagues...very efficiently in the expectation that I would pay it, especially as they recommended him highly.' This estimate for a new boiler was for over £4,000 and the problem with the radiators wasn't solved.

Mrs F and X's contractor attended two days later and checked the carbon monoxide levels using a gas monitor checker and reconnected the boiler. The readings were confirmed in a gas safety certificate; the contractor being satisfied that the boiler could be used. X said that he had a monitor in the room with the boiler and that this registered no carbon monoxide. Mrs F and X's engineer returned on 31 October 2024, serviced the boiler and issued a gas safety certificate. He found that the problem was caused by 'low water pressure and a dirty magnetic filter'. X said that the 17-year-old boiler still worked a year later and that there was no carbon monoxide leakage. He said that the age of the boiler wasn't relevant as it was in good condition and was serviced.

During this investigation, Mrs F and X provided a report from a second company dated May 2025. It noted the 'scorching marks' on the surrounding wall being the reason for deeming the appliance unsafe. It noted that the boiler was in full working order and presented no danger to life or property. It stated that 'the installed appliance is a room-sealed fan-assisted boiler, not an open-flue boiler.' It said that this was critical as this would expel combustion gases to the outside and didn't vent into the internal space. It stated that 'the integrity of these systems makes the risk of combustion gas leakage extremely low unless the casing or internal seals are physically damaged.'

As to the scorch marks, it stated that these didn't inherently indicate danger or a gas leak and weren't grounds for automatic isolation. It said that in many cases, such marks were due to heat exposure from the appliance casing over time or could relate to a previous boiler, and there was no evidence that it was associated with a fault in the current boiler. It added that the proper protocol when assessing potential leaks involved using a calibrated flue gas analyser and conducting an ambient air test around the boiler, checking for any unusual flue gas readings or signs of distress in the combustion chamber. The engineer stated that these tests were carried out, and no signs of carbon monoxide leakage or unsafe operation were detected. The boiler had also passed its annual safety check, with certification confirming it was safe and functioning correctly. It stated that with no readings, flue defects, or evidence of casing damage, the boiler should have remained in service.

A further statement was produced by Mrs F and X's expert, stating that he'd conducted his own inspection of the boiler and spoken directly with the office of the 'Gas Safe Register'. He considered that the boiler had been classified as 'Immediately Dangerous' by UWI without the correct safety tests being carried out 'specifically, no spillage test, no ambient CO room test, and no combustion analysis were done at the time of isolation.' He said that the decision to isolate the appliance was made based purely on visual scorching, however the subsequent inspection confirmed that the boiler was operating completely safely, with no trace of combustion products in the room and all flue readings within safe operating parameters. It concluded 'The engineer in question did not act in line with [the relevant procedures] and overstepped their authority by isolating the boiler without basis.'

I now turn to UWI's response to Mrs F and X's complaint. Its engineer had reported; 'Boiler is leaking carbon monoxide and spilling onto wall and ceiling boiler is 17 years old and needs replacing, have informed customer about the issue and capped off boiler to make safe'. UWI acknowledged that Mrs F and X were unhappy with the diagnosis that their boiler was deemed immediately dangerous as well as needing to be replaced. UWI said that 'due to the

immediately dangerous situation, the boiler had to be isolated and a warning notice issued.' It added that an operative twice tried to call Mrs F and X on 12 October following the engineer's visit but was unsuccessful. X called back on 13 October, stating that he was unhappy with the diagnosis as he didn't feel that the boiler was beyond economical repair (BER) and advised that he was going to appoint independent engineers to review the boiler.

As to the radiators, which were the reasons for Mrs F and X's initial contact, the operative explained that as the boiler was deemed BER, no further cover was in place. It said that X had informed them that he'd been advised by an insurer six months prior, that the outlet for the carbon monoxide was too close to the boiler and this needed to be closed, and he felt that this was the reason for the markings on the wall.

UWI concluded that it hadn't been able to find any issue with its engineer's diagnosis. It said that its expert explained that a boiler 'has internal seals on the combustion chamber to keep any products of combustion (POC) inside, the process of burning POC and expelling them out of the boiler incorporates the flue...Where there is a vent within the vicinity, this is required to have at least 300mm gap between the flue and vent which is to avoid any of the [products] exiting the flue and returning into the property through the vent.' It considered that the engineer's actions in classifying the appliance as 'Immediately Dangerous' were therefore in line with industry safety procedures.

UWI said that as there was visible evidence of products escaping from the boiler, this was an immediately dangerous situation, and that it was the duty of the engineer to remove the danger. It produced a photograph which showed black markings on the wall and concluded 'this is clear evidence of POC escaping from the boiler'. UWI denied that its engineer severed the condensate pipe from the boiler, the pipe not being up to regulations. This may have caused it to freeze and then been cut by somebody to rectify the issue.

In further submissions UWI stated that in the absence of both a room integrity test and a spillage test, it couldn't be confirmed that the appliance wasn't emitting potentially dangerous levels of carbon monoxide into the living space. It stated that 'these tests are essential in evaluating whether combustion gases are being safely expelled via the flue system or if they are escaping into the room.' It said that Gas Safe registered engineers were professionally and legally obligated to act if they believed an appliance posed a risk, and if an engineer identified any condition that could present an immediate danger 'such as suspected CO spillage, incomplete combustion, or inadequate ventilation, they are within their right to classify the boiler as Immediately Dangerous (ID) under the relevant procedures.'

UWI stated that if another Gas Safe engineer later attended and assessed the appliance as safe, responsibility for that decision then rested with them, as the last registered engineer to have inspected and worked on the appliance. As for the combustion readings provided by X, UWI stated that these would only indicate the efficiency of combustion and levels of CO at the flue terminal and didn't confirm the absence of CO spillage into the room, so a dedicated spillage test must be carried out. It added that it was also important to note that even appliances showing acceptable combustion figures could still pose a danger.

UWI stated that there were several reasons why scorching could appear around a boiler such as overheating or incomplete combustion which could lead to dangerous conditions such as cracked heat exchangers or CO leakage. Another reason might be flue or ventilation problems leading to hot gases backing up and risking spillage of CO. Thirdly, flame rollout could occur due to internal blockage or poor draft which would be highly dangerous and could ignite surrounding materials and expose occupants to CO. It said that 'further diagnostic checks, including combustion analysis, spillage tests, and visual inspection of the flue, should be conducted.' In conclusion, UWI said that the isolation was proper and justified and carried out in the interest of occupant safety and in accordance with the industry's

agreed national safety procedures.

I now turn to the reasons for provisionally upholding Mrs F and X's complaint about the events which unfolded following X's call for assistance from UWI under the insurance policy. I note that his contact had been in relation to the home's radiators. This led to a visit where UWI's engineer condemned Mrs F and X's boiler and so didn't then go on to resolve the radiator issue. This meant that X sought a second opinion, as a result of which, the boiler was re-connected, a gas safety certificate was issued, and the radiators were fixed.

The starting point for insurance complaints will be the wording of the relevant policy which provides the basis of the insurance contract between the insurer and the consumer. I note that the annual cost of this policy was £240 and in principle, it covered central heating breakdown, to include radiators, the boiler and an annual free-of-charge boiler service.

The crux of this matter is therefore whether the actions of UWI's engineer on 11 October 2024 were reasonable. The parties' experts have produced diametrically opposed opinions on this point and it is therefore necessary to consider these opinions in some detail. The first documents for me to consider are the Warning Notice dated 11 October 2024 issued by UWI's engineer, and the Gas Safety Certificate issued by Mrs F and X's engineer on 31 October 2024. The Warning Notice specifically clearly states; 'the boiler is leaking carbon monoxide' whilst the Certificate with combustion readings states that the appliance is safe. UWI's experts have given the view that further diagnostic testing such as a room integrity test and a spillage test would be required to confirm carbon monoxide leaks, and that combustion readings alone weren't sufficient. Mrs F and X's expert stated that it had used a calibrated flue gas analyser and had also conducted an ambient air test around the boiler.

Both parties have offered various explanations for the obvious and extensive scorch marks on the wall and ceiling around the boiler, which, from the photographic evidence would certainly be cause of alarm to the lay person. UWI stated that this could be due to overheating or incomplete combustion, flue or ventilation problems and flame rollout due to internal blockage or poor draft. Mrs F and X's contractor diagnosed the problem as being due to low water pressure and a dirty filter. The subsequent experts offered a view that the scorch marks could be due to heat exposure from the appliance casing over time or to issues with a previous boiler.

As to UWI's note that X had informed it of the advice of another insurer 'that the outlet for the carbon monoxide was too close to the boiler and this needed to be closed', I've no reason to doubt that this was said. However, none of the experts provide a definitive view for the cause of the scorch marks in this specific case, and they don't comment on the outlet theory.

Both parties therefore agree that further diagnostic testing was required to definitively determine that the boiler and connecting apparatus were safe. Mrs F and X state that their contractor did carry out such necessary tests but that UWI's engineer had relied solely upon visual inspection before condemning the boiler. UWI hasn't denied that this was the case. Whilst this is a finely balanced matter, on a provisional basis, I consider that, even if UWI's engineer was justified under the relevant procedures in taking immediate action as a precaution, UWI should have provided some assistance under the policy, such as carrying out necessary diagnostic testing to determine whether there was indeed any danger in terms of carbon monoxide. At the very least, it could have provided the customer with the chance to obtain an urgent second opinion rather than encouraging them to buy a new boiler costing over £4,000, and, depending on the outcome, to attend to the radiators under the policy.

I've noted that the invoice of £300 from Mrs F and X's contractor includes work to the condenser pipe to the boiler, the Certificate, as well work to the radiators. UWI has denied that its engineer severed this pipe however X asserts that he did so. Whilst it's not possible

to reach a firm conclusion on this specific point, on balance, I consider that in the light of UWI's failure to provide some basic additional support and assistance to Mrs F and X under the terms of the policy that UWI should reimburse the whole of this invoice.

On a provisional basis, I also consider that UWI should pay Mrs F and X a modest sum of £200 in compensation for the distress and inconvenience caused by UWI's approach. Whilst I note that they were without heating for a short period only, I can understand that the events will have caused alarm and distress to an elderly couple with winter approaching. Whilst X countersigned the Notice, he will no doubt have felt that he had no option but to accept the position at the relevant time, in the light of what UWI's engineer had told him. I note that he also went out to buy radiators in view of the engineer's comments, and the compensation figure also takes this factor into account.'

I provided the opportunity for both UWI and Mrs F and X to provide any further submissions or evidence in response to the provisional 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'm pleased to note that both parties have accepted the provisional decision and have therefore offered no further evidence or submissions in relation to this matter.

In the circumstances, I'm satisfied that the conclusions and remedies set out in the provisional decision can stand and that they provide a fair and reasonable outcome to Mrs F and X's complaint.

My final decision

For the reasons given above, I intend to uphold Mrs F and X's complaint against UWI Limited and to require it to reimburse the sum of £300 in relation to the work carried out by their contractor and to also pay £200 in compensation for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F and X to accept or reject my decision before 26 November 2025.

Claire Jones
Ombudsman