

The complaint

Mr S complains about repairs carried out on his heating system by British Gas Insurance Limited ('British Gas') and the overall service provided, including when he made a data subject access request ('DSAR').

British Gas are the underwriters (insurers) of this policy. As they've accepted responsibility for the actions of their agents, any reference to British Gas in this decision can be interpreted as also covering the actions of their agents.

What happened

The background to this complaint is well known to both Mr S and British Gas. I won't repeat in detail what's already known to both parties. Instead, in my decision I'll focus mainly on giving the reasons for reaching the outcome that I have.

Mr S had a home emergency insurance policy with British Gas. Several claims took place from inception until 2024 following the breakdown of the heating system. Mr S says he was pressured to replace his boiler by British Gas in 2024 when this wasn't necessary – as it was later identified that a problem with a shower mixer may have been causing the related issues with the boiler.

A complaint was raised. British Gas partially upheld it and offered £250 compensation. Mr S remained unhappy and referred his complaint to our Service for an independent review. Our Investigator considered the complaint but didn't recommend that it be upheld. As the dispute remains unresolved, it's been referred to me for a final 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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

Having carefully considered the complaint, I don't uphold this complaint for broadly the same reasons our Investigator explained to both parties.

The data protection complaint

I note that Mr S alleges information was not provided as part of his data subject access request ('DSAR'). Our Service are not the regulators in relation to the data subject access request. Any concerns Mr S has about systemic issues with how British Gas have recorded, amended or shared data relating to him would be best placed dealt with by the Information Commissioner's Office.

Under our remit, I find British Gas provided a reasonable explanation as to why certain information wasn't provided and why it took longer to fulfil the request than either party would've liked. I'm satisfied the necessary information has been provided as part of British Gas' representations to our Service in response to this complaint and I've fully reviewed all the provided evidence. I'm also satisfied Mr S has been given a fair opportunity to rebut the (alleged) incomplete records British Gas have provided. For example, in October 2025, Mr S told our Service that he'd be contacting previous mobile phone operators to obtain SMS records that would show other appointments took place. No further information has been provided. Our Service is an evidence based one, and in reaching my decision I've to consider the available evidence that's been provided by both parties.

I don't uphold this part of Mr S' complaint.

The claim response and diagnosis of the problem

I've sympathy for the large number of issues Mr S experienced with his heating system, but on balance, I'm satisfied that British Gas responded to the claims in line with the policy terms - as I'd have expected them to. It's very unfortunate that an issue with a shower mixer valve was identified *after* Mr S had a new boiler installed. British Gas have said "*Each repair was in response to an identifiable issue...the long-term fault pattern does not show any clear link to the concealed shower valve until much later in the customer journey...*". I consider that position reasonable.

I've also kept in mind that Mr S has told us the boiler was around twenty years old and had already surpassed its' expected operating life span. I say this because the manufacturer of Mr S' boiler state on their website (bold added for Ombudsman's emphasis):

*"A good quality boiler which is well maintained, and professionally serviced every year, **should last you between 10 and 15 years.**"*

To determine when it's time for a replacement, watch for rising monthly bills, which may indicate energy inefficiency. If repairs become more frequent, parts harder to find, or the boiler noisier, it might be time to consider an upgrade."

I also note in the 2023 and 2024 policy renewals, British Gas made Mr S aware that the boiler manufacturer had ceased making some parts for the boiler and in the future, they may not be able to carry out a repair.

In summary, I haven't seen sufficiently persuasive evidence to allow me to fairly conclude that British Gas misdiagnosed the issue with Mr S' boiler, that they acted negligently or have caused him an avoidable consequential loss (the cost of a new boiler). I won't be asking British Gas to refund the premiums Mr S paid and find that he's had had the benefit and peace of mind the cover provided over a long period of time – as well as numerous claims against the policy.

I don't uphold this part of the complaint.

The boiler replacement process

Mr S was offered a quote to replace the boiler. He says he was pressured into accepting that quote, but pressure is very subjective and what may be perceived as pressure to one person may not be to another. Having carefully considered the paperwork, I've seen no persuasive evidence that he was pressured into accepting it.

The renewal price

Mr S has indicated he is aware any dissatisfaction with the premium charged would need to be raised separately with British Gas. This decision will only consider whether British Gas have shown that the visit/s that weren't necessary were excluded from impacting the price Mr S was charged at renewal. I'm satisfied that the evidence provided by British Gas supports Mr S hasn't been adversely impacted. I say this because we asked British Gas for an explanation of that part of the renewal premium and how it was calculated – including which claim responses were factored into the setting of the premium. I find that they've provided a reasonable explanation. I'm satisfied that British Gas have treated Mr S fairly and don't uphold this complaint point.

The service provided

In their final response letter, British Gas offered a total of £250 to recognise any inconvenience caused by the service provided. Having carefully considered this offer alongside our published guidelines on these types of awards, I find it to be fair, reasonable and proportionate. It's unclear if Mr S cashed the cheque sent to him or not. If he hasn't and can no longer do so, he can speak to British Gas about reissuing the cheque.

My decision will disappoint Mr S, but it ends our Service's involvement in trying to informally resolve his dispute with British Gas.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 13 April 2026.

Daniel O'Shea
Ombudsman