

The complaint

Ms O has complained that AWP P&C S.A. (“AWP”) mishandled a claim she made under her Home Emergency policy when her boiler stopped working.

Any reference to AWP in this decision includes its appointed agents.

What happened

On 6 September 2025, Ms O had no heating or hot water due to a boiler malfunction. She called her Home Emergency provider, AWP, and reported the issue.

An engineer attended the next day and asked for permission to switch off the gas source at the mains. He said although the boiler breakdown had been caused by a PCB failure, the flue needed to be refitted as it was in an enclosed space.

Shortly after the engineer left, two others arrived from Cadent, saying they’d received a call regarding a dangerous emergency at the property and were obliged to attend. When they saw the installation, Ms O says they accepted there was no emergency. However, she says they proceeded to sever the pipes supplying gas to the boiler and removed the fuse from the power socket.

Ms O called the Home Emergency helpline the next day, on 8 September, for an update. She was told that AWP was waiting for a repair quote, and it told her the same when Ms O phoned the day after, on 9 September. The following day, Ms O received a call about another engineer visiting on 11 September and was asked to stay at the property between 3pm and 7pm on that date and someone would turn up. Just before 7pm, she received another call to say the engineer had been delayed and would arrive by 9pm. But the engineer did not turn up.

The next day, Ms O was on her way to a GP appointment, when she was told the engineer would attend by 2pm to carry out an assessment so the work could be quoted for. Less than two hours later, Ms O says she was called again and advised that no engineer would be attending. She was also told that the report they had issued highlighted that there was a problem with the flue. Ms O requested a second opinion, but this was not obtained.

So Ms O phoned the helpline again for an update. She advised that she was unwell and vulnerable, and the adviser promised to escalate the issue and get back to Ms O by the end of the day or the following day at the latest.

During this time, Ms O says she fell ill with pneumonia. On 19 September, Ms O received a final decision letter from AWP, despite not having been called back, not seeing a copy of the report and not being provided with a second opinion.

AWP said in its response that their regional manager had confirmed that replacing the PCB would not have resolved the situation and that the flue issue had to be rectified as this had been incorrectly installed. It said the decision not to proceed with repairs was therefore correct, because the policy excluded repairs to systems or equipment that had not been

installed or modified in accordance with the manufacturer's instructions. It apologised for the service issues Ms O had received and offered her £350 compensation for the distress and inconvenience it had caused.

Ms O didn't accept AWP's response, so she referred her complaint to the Financial Ombudsman Service. Our Investigator considered the complaint, but didn't think it should be upheld because she considered AWP had fairly compensated Ms O for the service issues she'd experienced.

As Ms O didn't agree with our Investigator's opinion, the complaint has now come to me 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.

As this is an informal service, I'm not going to respond here to every point raised or comment on every piece of evidence Ms O and AWP have provided. Instead, I've focused on those I consider to be key or central to the issue. But I would like to reassure both parties that I have considered everything submitted. And having done so, I'm not upholding this complaint. I'll explain why.

Ms O has said that the gas was turned off from the mains by the first engineer. I've reviewed the notes of the engineer's visit and these say:

"Confirmed Pcb causing f27 fault as replaced with new pcb to test and appliance operates. Flue terminates into enclosed space outside of kitchen door. Air intake terminates in this space and plume kit exits above. Air intake spilling products of combustion into this enclosed area likely due to a flue or seal deterioration. Immediately dangerous due to spilling products of combustion into this area.

Advised that after flue or seal repair appliance would still be at risk terminating into this area. Customer declined permission to cap gas at boiler. Advised gas emergency services of declined permission as per gas regulations.

Left advice notice onsite, label on appliance. Fuse removed from spur and boiler turned off. For correct operation, pcb would be required to be replaced. Flue seals or complete flue may be required to be replaced however termination of flue in same place would still be at risk unless redirected or enclosed space removed.

Customer is vulnerable, may have immersion however declined to use it onsite. Unable to confirm if this works or not."

It's clear therefore from the contemporaneous notes left by the engineer, that he wasn't given permission to cap the gas, despite his safety concerns. Ms O says Cadent didn't share the same concerns as AWP's engineer when they arrived. Cadent then severed the gas supply pipes as Ms O has stated in her complaint form, and as confirmed by AWP.

Whilst I appreciate Ms O says Cadent only acted on the instructions of the first engineer, I think it's unlikely Cadent would've taken the action it did, if it had no concerns at all. And I think the first engineer was under an obligation to report any safety issues to the gas emergency service, so I don't consider he acted unreasonably in doing so.

We aren't gas safety engineers or experts in the field, so we rely on expert evidence in order

to make fair and reasonable decisions. And in this case, the engineer's report carries substantial weight – I've considered it to be expert evidence and I've found it to be sufficiently detailed and persuasive. The report strongly indicates that the flue wasn't installed correctly. I can appreciate how frustrating this must have been for Ms O as she said the installation was carried out by a registered professional. But I can't ignore the key expert report in this case. And whilst Ms O wants us to conclude that the engineer could've been wrong, I don't have any compelling and contradictory evidence which would persuade me to reach that conclusion.

I'm afraid that as the evidence shows Cadent took the action to cut off the gas supply, I can't hold AWP responsible for this. I'm satisfied from what I've seen, which includes the detailed job notes, that AWP's engineer noted a risk and was under a duty to report it. In my view, he was not responsible for the subsequent actions taken by Cadent, who made their own assessment of the situation and still took action. And as I understand it, if Cadent disagreed with the engineer, they were not obliged to cut off the supply.

I've considered whether Ms O's claim was declined fairly and I think it was. AWP pointed to an exclusion in the policy which said the following wasn't covered:

"Repairs to any system, equipment or facility which has not been installed or repaired according to the manufacturer's instructions or has been incorrectly used or modified, or which is faulty or inadequate as a result of any manufacturers or designer's fault".

As I don't have any expert evidence to contradict the findings of the engineer who attended and concluded that the system hadn't been installed correctly, I'm afraid I can't say AWP's decision to decline the claim was unreasonable, as it was entitled to rely on the opinion of its appointed contractor. And as I've said, the contractor's notes were sufficiently detailed and persuasive.

I appreciate there were service failings here. In line with our usual approach to awards for distress and inconvenience, which Ms O can view on our website, I've considered how much compensation is fair and reasonable in the circumstances. And I think the service issues caused considerable distress and inconvenience over a period of weeks, due to missed appointments, delays in AWP responding to Ms O, a delay in AWP issuing its final decision and other instances of miscommunication and poor service.

I'm very sorry to hear Ms O fell ill with pneumonia. Given her vulnerabilities, this must have been extremely worrying and difficult, in addition to living without heating and hot water during that time, and the added inconvenience of having to temporarily move out of her home. However, I'm afraid that whilst I've kept this in mind when considering compensation, some of the distress and inconvenience Ms O experienced would've been due to the failure of the boiler.

So I think the £350 compensation AWP offered Ms O for its service failings, is fair and reasonable in the circumstances, since I haven't found it declined her claim unfairly. And whilst Ms O has suggested she may provide a further report to contest the initial engineer's findings, no report was provided by the deadline set by our Investigator and to date I haven't seen that any further evidence has been provided.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms O to accept or reject my decision before 20 May 2026.

Ifrah Malik
Ombudsman