

## **The complaint**

Mr S is unhappy with the service provided by British Gas Insurance Limited, in particular when they repaired his boiler following a leak.

## **What happened**

On 14 August 2024 Mr S contacted British Gas to report a leak from his boiler. An engineer inspected the boiler on 16 August 2024 but required a part to fix it. He ordered the part and booked a follow up appointment to make the repair on 21 August 2024.

Mr S called British Gas on 21 August 2024 as no one had arrived to fix his boiler as arranged. He was told the appointment had been cancelled as an error was made when booking the appointment and the job was assigned to an engineer that wasn't available. Mr S raised a complaint about this, and a new appointment was booked for 23 August 2024.

On the 23 August 2024 an engineer called Mr S to advise that the part required hadn't been received and he needed to re-order it. A new appointment was scheduled for 27 August 2024. An engineer attended on 27 August 2024 and replaced the diverter valve. During the visit a British Gas representative called Mr S to ensure the work was underway. Mr S confirmed it was, and they could speak once the work was completed.

British Gas followed this up the next day and called Mr S to check the work was complete. He confirmed it was but asked them to call back the following week to check all was ok. They followed this up on 2 September 2024 and Mr S explained he was concerned a leak may still be present. He asked British Gas to wait a week to see the effectiveness of the repair. On 9 September they called Mr S again and he explained there were further leaks and there had been pressure loss. He requested a new appointment for the following week, so an appointment was booked for 16 September 2024. This appointment didn't go ahead as the engineer said he attended but had no access to the property. On 18 September 2024 British Gas called Mr S, he asked for another appointment with an experienced engineer, and he wanted to speak to someone so he could ask them some technical questions, which was arranged.

Late evening on 19 September 2024, Mr S sent an email to British Gas' agent who had been dealing with his complaint. He was requesting an emergency appointment as the leak had got worse and flooded the kitchen. He said he had switched the boiler off. The agent responded and advised Mr S to go online or contact the call centre as he had emailed her directly and she wasn't on shift working until later. The agent called Mr C when she came on shift and Mr S told her he hadn't booked an appointment as yet. She explained the process to book highlighting health risks. Mr S said there were elderly people in the property with health/disabilities. The agent arranged for an emergency appointment the same day.

British Gas said a lead engineer attended the property on 20 September 2024 due to total pressure loss and it wasn't a slow leak as before. The engineer answered Mr S's questions and discovered the issue was that the diverter valve had come away from the expansion vessel causing the leak. The engineer fixed the issue and returned again soon after due to

an intermittent issue that was tripping the electrics occasionally after the leak. The engineer replaced the magneto and noted the boiler was operational.

There was another issue Mr S called British Gas to on 14 October 2024. The engineer closed the job and reported he couldn't access the property. The appointment was re-arranged for the same afternoon, but Mr S says the engineer didn't arrive within the timeslot. He called British Gas and was told the engineer was running late. A new appointment was made for that evening but on 15 October 2024 Mr S called them to say the engineer failed to attend. British Gas say the engineer reported he tried to contact Mr S that evening, but no one answered. Mr S disputes this.

Mr S followed up his complaint with British Gas. They issued a final response on 13 November 2024 covering his concerns about multiple visits being needed to complete a repair, long hold times on the phone, phone calls being terminated, non-arrival of engineers for scheduled appointments and in delays in obtaining parts.

They accepted they had let Mr S down but said they had been telling him for a number of years that his boiler was on their reduced service list which means his manufacturer stopped making that model a while ago and whilst they're still making the most important parts, some parts were difficult to source. They recognised Mr S had vulnerable adults living in the property and awarded £350 compensation. Mr S brought his complaint to this service. Our investigator upheld the complaint and asked British Gas to pay £600 compensation for all of the issues Mr S encountered. British Gas accepted this, but Mr S asked for an ombudsman's decision, so it was passed to me to decide. I issued a provisional decision in December 2025 which said:

*I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.*

*Whilst I've considered all the information, I haven't commented on it all. Instead, I've focussed on what I consider to be the crux of the complaint and most relevant to the outcome reached. This isn't meant as a discourtesy but reflects the informal nature of this service.*

*The terms and conditions set out what is and isn't covered and form the agreement between British Gas and Mr S.*

*British Gas have accepted they let Mr S down in respect of the service they provided. The initially offered £350 compensation and I note they have since agreed to the investigators view of £600. So, I need to decide if they've done enough to put things right.*

*Mr S has complained that he had multiple visits cancelled or abandoned and he spent a lot of time on calls to British Gas. Unfortunately, the calls weren't available due to the length of time that has passed, and British Gas haven't provided any further information in this respect. It is expected that there is some minor inconvenience when arranging for repairs. However, given the number of appointments cancelled or abandoned I am persuaded that Mr S likely had to make more calls than normal to get the issue fixed. I can see that after the initial fix British Gas were in regular contact with Mr S, so this did at least make up for some of the poor experience. However, I have considered the missed appointments and associated calls when reaching my outcome on distress and inconvenience.*

*I can see that multiple arranged visits were cancelled or abandoned. I recognise that at times cancellations may be unavoidable. However, it seems to me that most of the issues in Mr S' case, were avoidable, such as booking the incorrect engineer to attend and then not informing Mr S the appointment had been cancelled and parts not being sent to the engineer*

*in time to complete the fix. I note there were a few occasions where the engineer failed to attend as they said they couldn't gain access to the property. Mr S disputes this, and I can see the engineer notes British Gas provided are silent on these visits. If this were the case, I'd have expected some comments in relation to this. But the evidence provided only shows a job number and the engineer assigned. Mr S had called British Gas about this appointment on the 14 and 15 October 2024 so on balance I am more persuaded by what he has said and that he was available for the visit on this occasion.*

*Mr S initially had a repair on 27 August 2024 where they replaced the diverter valve. He had waited for this appointment since 16 August 2024 due to two cancelled appointments. Following the repair, British Gas were in regular contact with Mr S about his complaint and they checked on the repair at the same time. They followed Mr S' requests to call back to ensure the fix was sustainable and I note on 2 September 2024 when Mr S was concerned there was still a leak, he asked them to call back the following week. They followed up on Mr S' request for an engineer visit, the following week, when he experienced pressure loss, but this didn't complete as the engineer said there wasn't any access to the property.*

*Another appointment was booked at Mr S' request but before the appointment date, the leak got worse. I note that British Gas have an emergency number, but Mr S didn't use it. Instead, he emailed the customer service agent that had been communicating with him about his complaint, very late on the evening of 19 September 2024. The agent came across the message on 20 September 2024. She wasn't on shift as yet but despite this, she did reach out to Mr S to urge him to go online or call the contact centre to book an engineer.*

*Later that day, when her shift started, the agent called Mr S. He said he hadn't yet made an appointment. The handler explained the process to book an emergency appointment and the health risks. And at this point they became aware of vulnerable people in the property. The handler arranged for an emergency appointment for Mr S that same day.*

*The leak was attended to and fixed, and it was found that the diverter valve had come away from the expansion vessel causing the leak. They followed up the next day to fix an issue with tripping electrics due to the leak.*

*British Gas have said they don't believe the issue was due to poor workmanship and the diverter valve issue was just a coincidence. However, I think it's more likely than not that the initial fix wasn't sufficient, as it was the exact part that had been fitted that had come loose. And it wasn't long after the repair that it happened.*

*As I'm satisfied the leak that occurred following the replacement diverter valve being fitted was more likely than not linked to an ineffective repair, it would be reasonable for British Gas to cover damage sustained as a result of the leak. Mr S said the water damaged his kitchen. However, he hasn't provided any photographic evidence of the damage sustained. He has provided an invoice for the clean up after the leak. He said he needed someone to do this for him as the washing machine needed pulling out.*

*Mr S has also provided an invoice for his out-of-pocket expenses in relation to alternative accommodation. He said he had vulnerable people in the property and had informed British Gas of the need to move them to alternative accommodation whilst he had no hot water or heating.*

*British Gas have said that the only time the boiler wasn't operational was between 19 to 20 September 2024. And there wouldn't have been hot water between 16 August to 27 August 2024 whilst Mr S was waiting for the diverter valve to be fitted. But I haven't seen any correspondence where Mr S mentions any concerns about hot water during this time. Mr S is*

claiming for alternative accommodation between 16 August to 20 September 2024 at a cost of £1750.

*I've shared Mr S' out of pocket expenses with British Gas and they have referenced the timeline of events, particularly following the repair on 27 August 2024. They've highlighted that their customer service agent was in regular contact with Mr S and he had wanted to delay their attendance. He hadn't proactively contacted them about the leak following the appointment on 16 September 2024 where they were unable to access the property. Their customer service agent had called Mr S on 18 September 2024 to arrange an appointment, but he wanted to speak to their customer delivery manager to ask some technical questions, so they put the appointment on hold pending this. But around midnight on 19 September Mr S emailed the customer service agent asking for an emergency appointment as the boiler was significantly leaking and had flooded the kitchen. They felt that had Mr S not missed the appointment on 16 September 2024 or delayed them visiting after this, it could have been avoided. They also said they were informed by Mr S that he was able to repressurise the system when he needed to, which ensured he had heating and hot water at all times. And that the policy only covers for alternative accommodation if the home is rendered unfit to live in as a result of a boiler catching fire or exploding which was not the case in this instance.*

On 19 September 2024 I note Mr S emailed British Gas' complaints handler and said:

*"Hi, the leak has gotten very bad and caused a flood in the kitchen from the boiler. I have switched it all off and don't have a working boiler so I had to take action for elderly family members."*

*I haven't seen any other information which suggests Mr S made British Gas aware of the need to move his vulnerable relatives prior to this. And this suggests that he didn't move his vulnerable family members until the 19 September 2024. But he has provided out of pocket expenses for alternative accommodation from 16 August 2024. I also note, in relation to issues encountered with the boiler, the policy only provides cover for alternative accommodation where the home is deemed unfit to live in as a result of the boiler catching fire or exploding. Neither of these apply in this case, so overall I don't think it would be fair or reasonable to ask British gas to cover the alternative accommodation costs.*

*I understand that Mr S feels he should be entitled to compensation for time he missed off work due to all the appointments, some of which were cancelled or abandoned. He has told us this totals £1000. However, I note the terms and conditions say:*

*"General exclusions – Any other loss or damage*

*We're not responsible for any loss of or damage to, or cleaning of property, furniture or fixtures as a result of your boiler, appliance, system or electric vehicle charger breaking or failing unless we caused it, for example damage caused by water leaks or pest or mould contamination. We're not responsible for any reduction in value or damage which results indirectly from anything insured by your agreement, such as loss of earnings or travel expenses, or anything which happens naturally over time including deterioration or wear and tear, settlement or shrinkage. We're also not responsible for any losses incurred as a result of delayed, rearranged, or cancelled appointments or failure to have a CP12 in place."*

*So, the losses he incurred as a result of the cancelled and abandoned appointments aren't covered under the policy. However, I have considered the impact this had had on Mr S in relation to the compensation for distress and inconvenience caused.*

*Mr S has also complained about long term boiler issues which he feels is linked to improper engineer diagnosis and system upgrades in 2018. However, this isn't something that I can*

*see formed part of the original complaint or something British Gas have had an opportunity to comment on. If Mr S has concerns about this, he will need to take it to British Gas in the first instance.*

*Overall, it's clear that British Gas' service fell short and they've accepted this. However, I'm not satisfied that Mr S has evidenced the damage sustained to the kitchen as a result of the leak. I recognise the requirement for a clean up after the flood and as I'm satisfied this was linked to previous poor repair I have taken it into consideration. But I'm also not persuaded by the inconsistent information in relation to the requirement for alternative accommodation. And I've taken Mr S' email of 19 September 2024 as a more accurate reflection of what took place at the time, that he had at that point made other arrangements for his vulnerable relatives, as that was sent the evening of the second leak.*

*I've considered the impact British Gas' overall actions have had on Mr S, and having done so I think £600 is fair and reasonable. I say this as it recognises the considerable distress and inconvenience Mr S experienced in relation to the telephone calls, delays and missed appointments, the worry and disruption caused by the ineffective repair and subsequent leak and the effort it took for him to have to try and sort it out. But I also recognise that British Gas did rectify some of the earlier issues and were supporting Mr S with his requests. Their agent was in regular contact with Mr S to ensure everything had been fixed. And even followed up when they weren't working to ensure Mr S received support.*

### **My provisional decision**

*For the reasons explained, my provisional decision is that British Gas Insurance Limited should pay Mr S £600 for the distress and inconvenienced it caused."*

### **Responses to my provisional decision**

British Gas accepted my provisional decision. Mr S said he didn't receive the provisional decision and so we sent a further copy to him on 17 December 2025 and asked him to provide any further information or comments by 30 December 2025. After asking the investigator to provide an overview of the outcome reached, Mr S said he didn't accept the decision, but he would look at it with a view to providing further comments.

On 31 December 2025 Mr S contacted us to say that due to unforeseen circumstances he needed more time to respond. And he would reply in the New Year. The investigator acknowledged the email and explained that Mr S had until 12 January 2026 to provide any further information for consideration. But if we didn't hear from Mr S by that point, out of fairness to both parties, the ombudsman would proceed to issue a final decision. It also said that if Mr S wasn't able to respond by this point, he would need to explain why and what information he was waiting for so we could consider it further.

We haven't received any further communication or information from Mr S so I have moved on to make 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.

Since British Gas have agreed with the provisional decision and I have received no further information from Mr S to consider. I see no reason to deviate from the outcome I provisionally reached.

### **My final decision**

My final decision is that British Gas Insurance Limited should pay Mr S £600 in total for the distress and inconvenience it caused. If British Gas have already made a part payment to Mr S they need only to pay the remaining amount to total £600.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 20 February 2026.

Karin Hutchinson  
**Ombudsman**