

The complaint

Mr B complains about how AWP P&C S.A. handled a claim he made on his home emergency insurance policy.

Reference to AWP includes its agents.

What happened

Mr B held a home emergency policy with AWP. Following a power cut, his boiler stopped working so he made a claim to AWP for assistance.

Mr B was going on holiday shortly after the power cut so left a family member to deal with the claim.

Mr B said while he was away, the heating was left on by the engineer and that the boiler which had been set to the wrong fuel type (natural gas instead of LPG), malfunctioned again. He said it wasn't making noises when he left it.

Mr B thought his energy bills would be higher as a result. He complained.

AWP said in response that it would compensate Mr B £200, cover the cost of his engineer and await diagnostic of any issue before agreeing the next steps.

After a service on the boiler, Mr B's engineer said the boiler was set up incorrectly and that it was emitting dangerously high levels of carbon monoxide (CO) - noted as 3000ppm. That engineer also noted that damage had "possibly" been caused internally, and that they couldn't "rule out further issues" with the boiler.

Mr B therefore thought AWP needed to replace his boiler and compensate him for what he called a near fatal error in setting up the boiler by incorrectly causing dangerously high levels of CO to be emitted from the boiler.

AWP didn't agree it needed to replace the boiler, it maintained its engineer had used the correct settings and correct parts to fix Mr B's boiler. But it increased the compensation offered to £300 and paid this along with Mr B's engineer fee of £60. AWP said it would also consider any increase in Mr B's bills while the heating was left on.

Mr B didn't think this was enough. He didn't think AWP was taking the matter seriously enough considering the dangerous CO levels.

Our Investigator ultimately didn't think AWP needed to do anything more.

Mr B remained unhappy, so asked for an Ombudsman's decision.

I issued a provisional decision explaining why I wasn't thinking of upholding Mr B's complaint. It said:

"Like our Investigator, I don't plan on detailing exactly what happened here, or every point

raised or bit of evidence submitted. Instead, I'll focus on what I consider key to the dispute.

The first think that's in dispute is what settings AWP's engineer set the boiler up on after coming out to fix it. AWP says it set it up for the correct fuel – LPG. Mr B says this is incorrect, and it was set up for the wrong fuel, natural gas.

I've seen evidence from both parties, and after considering it, I'm more persuaded that the boiler was configured for natural gas and not LPG. Mr B's engineer confirms this. And while I've seen the comments of AWP, and the reading of a measuring device showing LPG as the setting – this doesn't evidence the boiler itself being configured correctly.

But that doesn't mean AWP is responsible for any further issues with the boiler. In order for it to be responsible for any further issues, it would have to be shown first what the issues are, and secondly that these issues relate to AWP's visit, specifically it's engineer's work, as opposed to anything else.

I've not seen that to be the case here. Mr B's engineer's report states "Possibly caused damage internally" But that only references the possibility of damage, not that there is damage. That report also says "Cannot rule out further issues", but it doesn't actually say there are any current issues. If anything, that, along with the ticked boxes above noting the boiler was safe, indicates there aren't any current issues.

I understand Mr B has said the boiler makes a humming noise that wasn't present before, but there's no comment of that from his engineer – which I take as them not considering it to be an issue which needs rectifying.

I also understand there's some dispute about the circuit board AWP used in the repair. But in line with the above, I've not seen any evidence to suggest there is an ongoing issue with the boiler, let alone that this circuit board is the cause of it.

I'm satisfied that as things stand, based on the available evidence, AWP need not take any further action on this boiler. I think it's offer, and subsequent payment of Mr B's engineer was reasonable.

Turning to the CO levels, I understand Mr B's worry here. The CO levels noted by his engineer are incredibly high. So high that they could cause death within a matter of minutes. But I'm not going to ask AWP to increase its compensation here. I'll explain why.

Based on the premise that Mr B's engineer's readings were correct (which I have concerns with which I'll outline below), then finding out such information – a potentially life threatening issue- in your family home would lead to a severe, and acute reaction. I think it's entirely normal to be distressed to find out that you were exposed to such a risk. But that distress would almost instantaneously be followed by relief. Relief that the engineer had fixed the issue and that you and your family did not suffer the potentially deadly consequences you just found out you had been exposed to.

But I do have doubts over that quoted figure. I acknowledge a professional has noted it, which I am not, and that said professional attended the property, which I did not. But there's no picture of that reading, just it noted on the invoice. That level of CO is fatal in a matter of minutes, and I have to take note of the fact Mr B was in the house for a number of days.

That said, I think the levels of CO were more likely than not higher than they should have been. How high in truth, I can't be sure. I note Mr B has said in correspondence he and his family suffered headaches in the lead up to his engineer's visit, and that the CO alarm had gone off a few times too. However, as our Investigator noted, our role is to look at what

happened, not what could have happened.

Even if the readings were as high as Mr B's engineer noted, thankfully, as far as I've been made aware, Mr B, nor any of his family have suffered serious or long-lasting issues as a result. If they had, then a court would be best placed to consider such issues. But as that has not been suggested by Mr B, I'm satisfied to review how he was affected. With that in mind, most of the impact will have been from the immediate worry Mr B felt being told of the levels by his engineer. But that distress will have passed quickly, upon learning the issue was rectified and that his boiler was now safe and the CO levels normal.

Therefore based on the above, I'm satisfied £300 compensation is fair and reasonable and in line with our guidance.

I can see AWP were open to reimbursing Mr B the increased energy costs related to the heating being left on. That's not been raised further in the complaint with us. So, I'm taking that aspect as resolved. As such, I have no further comment on it."

AWP responded and accepted that decision. Mr B didn't respond.

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.

Because AWP accepted my provisional decision, and Mr B didn't respond, there's nothing further for me to consider. Therefore, there's no reason to depart from either the outcome or reasoning of the provisional decision set out above. The provisional decision now becomes my final decision.

My final decision

For the reasons set out above, 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 B to accept or reject my decision before 27 March 2026.

Joe Thornley
Ombudsman