

The complaint

Mr B is unhappy about a repair carried out on his boiler by British Gas Insurance Limited ("British Gas") under his Boiler and Controls and Breakdown Cover, which led to a gas leak.

What happened

A British Gas engineer attended Mr B's property during April 2019 because Mr B was experiencing issues with his boiler. The engineer advised that parts were required and returned on 26 April 2019 and fitted the new parts.

The following morning, Mr B could smell gas. He called British Gas who told him an emergency engineer would be at the property within the hour and that Mr B should open all the windows and turn off the gas at the mains. Mr B couldn't turn off the gas at the mains as he was already on his way to work. Mr B's partner and their baby were in the property at that time, but Mr B's partner was unable to turn off the gas at the mains.

The emergency engineer arrived that day and fixed the leak. Mr B says the emergency engineer found that the gas pipe to the boiler was loose and that the gas reading from the leak was very high.

Mr B complained to British Gas. Mr B felt that the British Gas engineer had caused a major gas leak. British Gas upheld the complaint. It apologised, cancelled the invoice for the £99 excess sent to Mr B for the repair, and arranged for £50 to be sent to Mr B by cheque in recognition of the inconvenience of the matter. One of British Gas' service managers also contacted Mr B to discuss his concerns and explained that appropriate action had been taken in respect of the engineer that fitted the parts to Mr B's boiler.

Mr B brought his complaint to us. He felt £50 was not enough compensation for the quality of the work and the position that this left his family and property in - especially when he felt it was down to luck that nothing serious happened. He also wanted British Gas to review the engineer who first attended Mr B's property as well as its procedures.

Our investigator didn't uphold Mr B's complaint. He empathised with Mr B's distress about what could have happened, but explained compensation isn't decided by what might have happened but rather by what did happen. Our investigator felt that £50 compensation was reasonable as there was no damage or injury and the leak was fixed by British Gas the same day it was reported. Our investigator said that we couldn't require British Gas to take action against a member of its staff, but noted British Gas said it had taken up the matter with the relevant engineer.

Mr B did not agree with our investigator's view. He didn't feel £50 and waiving the £99 excess was enough for the distress caused to him and his family when they realised how serious the gas leak was. He also felt mistakes like this shouldn't happen. Mr B also said British Gas never offered to reimburse him for the cost of the leaked gas.

The case was then referred for an ombudsman's decision.

I asked Mr B how much compensation he was seeking for the leaked gas. Mr C provided his bills from the middle of February 2019 until the beginning of November 2019. He estimated the cost of the leaked gas to be £65-85.

I asked British Gas for an estimate of the cost of the leaked gas given the nature and the duration of the leak. British Gas provided smart meter readings for Mr B for April 2020 and an estimate of the average daily cost of Mr B's gas at the time of the leak.

After I'd considered all the available evidence to decide what's fair and reasonable in the circumstances of this complaint, I reached a different outcome to our investigator. Because the outcome was different, I issued a provisional decision giving both parties a further chance to comment on my findings ahead of issuing my final decision.

My provisional decision was that I was minded to uphold Mr B's complaint by requiring British Gas Insurance Limited to pay Mr B £5 for the cost of the leaked gas and to pay the £50 compensation it had already offered to Mr B if it hadn't already done so.

My provisional decision

I explained my provisional findings to both parties as follows:

"It is not in dispute that the gas pipe to Mr B's boiler was not properly connected by a British Gas engineer and that this led to a gas leak lasting about a day. So it is fair that British Gas has offered Mr B compensation for the trouble and upset caused by this. But because Mr B does not feel £50 and the cancellation of his £99 excess is enough compensation, I've considered what compensation would be reasonable here.

When Mr B reported the gas leak to British Gas, it told him an emergency engineer would attend his property that same day. It also provided him with safety advice to follow until the engineer arrived. The engineer attended as arranged and fixed the leak that day. So I am satisfied that British Gas did what I would have expected of it here.

I accept Mr B's distress when he thinks what could have happened if a spark had ignited the escaped gas – especially given that his partner and baby were in the property at the time of the leak. So I've considered whether British Gas' award is reasonable given Mr B's distress. I've also considered the trouble and upset caused to him and his partner by the leak and having to contact British Gas to get the leak fixed. The leak caused no personal injury or damage to Mr B's property and gas was leaking for around one day. So I think £50 and the cancellation of the £99 excess for the boiler repair is reasonable compensation here.

I've also considered whether Mr B should be compensated for the leaked gas. Mr B says that when British Gas advised him to turn off the gas at the mains, he was on his way to work and so was unable to turn off the gas. He says his partner, who was at the property, was also unable to turn off the gas. Despite this, I think Mr B should be compensated for the leaked gas from the time of the repair as there wouldn't have been a gas leak were it not for the repair.

Mr B's bill for the gas used between 14 April 2019 and 3 July 2019, shows he used around 170 units of gas. Mr B's smart meter readings for April 2020 – a similar time of year to when the leak happened - show he used around 170 units over a shorter period of one month when outside temperatures are likely to have been similar. For the cost of the leaked gas to be in line with Mr B's estimate, I'd expect his gas usage to have been higher on the bill covering the period when the leak happened, but it isn't. So I don't think the cost of the leaked gas is as high as Mr B estimates.

I've looked at the average daily cost of Mr B's gas from around the time of the leak. Gas was leaking from the pipe connecting to the boiler for around a day. British Gas estimates Mr B's daily average gas usage at the time of the leak to be £3.61 based on his bills from the middle of February 2019 to the beginning of July 2019. So, I think £3.61 is more realistic estimate of the cost of the leaked gas. But because I'd have expected British Gas to have identified the leaked gas as a cost to Mr B sooner and to have offered Mr B compensation for it, I think it's fair to round the compensation for the leaked gas to £5.

British Gas accepted my decision and confirmed that it had nothing further to add to what it had already provided. It said it was disappointed that Mr B's lost gas was included in my provisional decision because Mr B's complaint was solely about its engineer's workmanship. It felt that a ruling was made in relation to lost gas, which was something that wasn't requested, discussed or investigated.

But the loss of the gas was caused by the engineer's workmanship and is an additional loss to Mr B directly stemming from his complaint about the engineer's workmanship. British Gas didn't identify the lost gas as a cost to Mr B when it investigated his complaint, which is what I'd have expected it to do. I asked both British Gas and Mr B for their views on the cost of the lost gas and considered both responses in my provisional decision. So I think it's fair and reasonable for the cost of the lost gas to be included in my provisional decision. And, British Gas have been provided the opportunity to comment on my provisional finding about the gas and provide any further evidence by way of its response to my provisional decision.

Mr B did not respond to my provisional decision by the date requested.

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.

Mr B didn't provide a response to my provisional decision, but I've considered British Gas' response. Because neither party has given me anything new to consider, I see no reason to depart from my provisional findings for the reasons I gave in that decision.

I have decided uphold Mr B's complaint and require British Gas to take action to put things right for Mr B.

Putting things right

British Gas should pay Mr B £5 for the cost of the leaked gas and pay the £50 compensation it has already offered to Mr B if it hasn't already done so.

My final decision

I uphold Mr B's complaint. I require British Gas Insurance Limited to pay Mr B £5.00 for the cost of the leaked gas and to pay the £50.00 compensation it has already offered to Mr B if it hasn't already done so.

British Gas Insurance Limited must pay the compensation within 28 days of the date on which we tell it Mr B accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 21 August 2020.

Ruth Peek
Ombudsman