

## **The complaint**

Mr T complained British Gas hadn't offered enough to address the distress suffered after his boiler was left in a dangerous condition by one of their engineers.

## **What happened**

On 11 February 2021 an engineer came to Mr T's house under the home care cover provided by British Gas. Mr T says his heating and boiler had stopped working the day before. The engineer left on the 11 February 2021 saying repairs had been completed and the boiler was safe.

Shortly after the engineer left Mr T smelt gas in the room where the boiler is located, and he contacted the National Grid. A significant leak was identified, and Mr T's gas supply was capped the same day. Mr T complained to British Gas.

A British Gas engineer attended the next day, completed repairs and said the appliance was safe. No further problems with the boiler have been identified to this service.

British Gas apologized for the fault and for the distress caused to Mr T. Initially they offered £50 as compensation, which Mr T rejected. He said his family and the surrounding area were put in serious danger. He was concerned there could be further faults. He thought, and continues to think, British Gas ought to install a new boiler free of charge. Mr T was also unhappy British Gas took eight weeks to start to look at his complaint.

British Gas acknowledged Mr T had raised valid concerns and said they were sorry for the distress caused. But they didn't agree with the level of compensation Mr T thought appropriate. British Gas thought all necessary checks had been completed on the boiler. They accepted customer service failings and said they were investigating the work done by the engineer on 11 February 2021. British Gas repeated their apology. They asked Mr T how they could assist him to feel reassured his boiler presented no further concerns. British Gas indicated a willingness to consider an increase in the level of financial redress offered. Mr T said nothing apart from a new boiler was acceptable.

Having conducted a further review British Gas said they didn't feel their offer had sufficiently reflected the distress caused. So they offered Mr T £468.18, which they said was the equivalent of a year's cover. British Gas confirmed they continued to consider the provision of a new boiler unreasonable.

An investigator at this service concluded British Gas' offer was sufficient in the circumstances. Mr T doesn't agree. He didn't feel the investigator recognised the severity of the error. He says his boiler and heating had broken down on 10 February and so he was left without hot water and heating for the two coldest days of the year, until 12 February. He said he had to purchase additional heaters to keep his family sufficiently warm.

Mr T told us British Gas initially told him they wouldn't be able to return for two weeks after his supply was capped, as the matter wasn't a priority. Mr T told us it was only when he objected that someone was sent out the same day.

### Provisional decision

On 26 July 2021 I issued a provisional decision in this case. In this I indicated I intended to uphold Mr T's complaint in part. I didn't think British Gas should be required to replace Mr T's boiler but I thought their offer to reimburse Mr T's annual cover was broadly fair. I set out that British Gas ought to reimburse the full cost of Mr T's renewal cost (paid at around the same time) of £755.52.

British Gas told us they'd only offered to refund the portion of the renewal payment for the boiler and central heating cover. They said they didn't understand why they were required to refund the portion relating to additional cover. The final response letter referred to central heating cover. We asked British Gas a little more about what they were saying. We also shared British Gas' comments with Mr T. British Gas went on to tell us the difference in sums reflected the different cover agreements and what was involved.

Mr T told us he found matters offensive. He said the complaint wasn't about money but culpability. Mr T told us his family had been endangered and his household had been caused a substantial amount of stress. He didn't feel British Gas, or this service had taken the dangers involved seriously enough and said he intended to look at pursuing matters elsewhere.

### **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.

I am upholding Mr T's complaint in part and have not changed my thinking from that set out in my provisional decision. British Gas accept their engineer caused the gas leak on 11 February 2021. This left Mr T without heat and hot water for an additional day, instead of it being mended on the same day. Mr T was caused concern and distress as well as inconvenience. I've primarily had to consider whether British Gas offered enough to meet the impact of what happened.

Although Mr T and his family were only inconvenienced and without heat and hot water for a limited period during winter, the distress was understandably more complex and as such somewhat more protracted. Here the sum that represents the full renewal price that became due around the same time, is not unreasonable taking everything into account. British Gas explained their offer to refund a year of cover was intended to only reflect a year of boiler and heating cover. I accept this was their intention but this hasn't persuaded me to alter my thinking around a reasonable sum based on everything.

In my provisional decision, I explained I thought the total cost of renewal here was broadly fair. Mr T feels he can't trust the boiler isn't faulty. Whilst concern about this is understandable, that doesn't mean it would be right or proportionate to require British Gas to replace the boiler. I've seen British Gas consider all the necessary checks have been completed around safety. No further problems have been identified to this service.

I have balanced everything to conclude what's reasonable. Although I accept British Gas intended to only reimburse part of the annual cover cost, I've concluded a reimbursement of the sum representing what Mr T was required to pay British Gas around the time of the incident, £755.52, is reasonable here. I understand neither party thinks this is the right sum, but I think it's fair taking everything into account. Mr T doesn't think it's enough, but I think it falls into the upper range of what might be considered appropriate.

British Gas suggested Mr T's cover for the year was less than the sum contained in the renewal letter. I haven't been told if British Gas have paid any money yet to Mr T. I've acknowledged this in setting out what British Gas are required to do, if Mr T accepts my decision.

I understand Mr T feels his family and others were put in danger. The extent of any danger hasn't been explored, but it's accepted there was significance to the leak. It is fortunate here Mr T quickly realised there was a gas leak and the supply was capped. There were no consequential ill-effects arising from any exposure to the gas and so any danger is hypothetical at its highest. The impact of the fault is really one of distress and inconvenience.

Mr T feels strongly about the failures in the service provided and the level of danger involved. I've previously explained it isn't the role of this service to investigate wider public safety issues or to punish a business.

For completeness Mr T told us he had to buy heaters as a result of events on 11 February 2021. I invited Mr T to tell us more about this and provide any receipts as this might have been something I could consider as a consequential financial loss. Mr T hasn't provided anything on this and so I haven't considered this issue any further. I've previously set out my thinking about the time British Gas took to originally refer and look at his complaint. I didn't think this was something I was able to consider, in any event, I'd seen the investigator had provided information on this previously.

### **Putting things right**

#### What British Gas are required to do

On being notified of Mr T's acceptance of my decision, British Gas are required to pay Mr T the sum of £755.52 within 28 days of being notified of the acceptance. If British Gas have previously paid any sum to Mr T in relation to this complaint, this sum may be deducted from the £755.52. My understanding is Mr T has refused both previous offers of £50 and the increased offer of £468.18, so it does not appear Mr T has received any sum yet in relation to this matter.

### **My final decision**

For the reasons given I uphold Mr T's complaint about British Gas Insurance Limited in part. British Gas are required to pay Mr T £755.52 within 28 days of being notified of his acceptance of my decision. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 30 September 2021.

Louise Wilson  
**Ombudsman**