

The complaint

Mrs K is unhappy with the workmanship carried out by British Gas Insurance Limited (“British Gas”) under her homecare policy.

What happened

Both parties have a similar understanding of the circumstances. When a British Gas engineer attended Mrs K’s home to rectify an issue with a fire, he accidentally damaged her fireplace and caused a carbon monoxide leak.

British Gas made a pro-active offer to put the situation right for Mrs K, which included:

- Sending a different gas engineer to inspect the fire and flue, to put right any issues with the fire (repair or replacement) and ensuring all apparatus operated safely
- A refund of the gas premiums incurred to date, plus 8% simple interest per annum
- Cancellation of an invoice related to a carbon monoxide detector
- £900 compensation – for distress and inconvenience.

Mrs K complained further as British Gas didn’t fully comply with its own offer. British Gas acknowledged its mistake and paid Mrs K a further £50 in compensation.

Mrs K initially accepted British Gas’ offer but later withdrew her acceptance and asked for £2,000 compensation instead.

Our investigator decided to uphold the complaint. He thought British Gas’ offer of compensation, along with it correcting its own mistakes was a reasonable approach in the circumstances. However, this is recorded as an uphold as the offer was made after the complaint was referred to our service. Mrs K disagreed, so the case has been referred to an ombudsman.

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.

Mrs K has explained *“my husband and I have been through a difficult time and on that day when that engineer came into our house and released the Carbon Monoxide into our house and said he was surprised we were still alive has had a lasting effect on us”*.

I’ve reviewed the material that has been provided to our service which set out the circumstances of this claim. When Mrs K bought the policy, she did so expecting it to protect her should something go wrong in her home.

I can see there was an issue with her fire, and it took a couple of visits to deal with the issue. Unfortunately, the later visit made things worse, as poor workmanship led to damage been made to the fireplace and Mrs K’s family was put in danger as a carbon monoxide leak was caused.

The dangers of carbon monoxide poisoning are well documented, so I can only imagine how Mrs K and her family felt. Fortunately, the issue was remedied before any long-lasting damage was caused. However, I appreciate the distress this could cause a family.

But, I do think British Gas has accepted the difficulties it caused Mrs K, and it has made what I think is a significant and a reasonable offer to put things right. Our service doesn't award damages for things that might have happened. However, we aim to ensure Mrs K has been put back in her pre-loss condition.

I think British Gas has done this by repairing the fire and issuing a gas safety certificate to assure Mrs K her fire confirms with the highest of gas standards. It has refunded Mrs K her gas premiums for where she received an ineffectual service. Finally, it has paid £900 compensation (plus £50 for late resolution of the issues).

Mrs K wants £2,000. Within our compensation framework, an award of £2,000 is an extremely high award, and I don't think the impact of British Gas' actions has met the bar for this level of award. I think the offer that has been made is a fair one.

British Gas has investigated matters and was able to confirm that the carbon monoxide leak was caused when the fire was attended to in May 2024. So, there wasn't a risk that the leak had continued for a month since the first visit in April 2024.

I think there is a difference between what went wrong and a perception of what could've. Clearly, a carbon monoxide leak can lead to dire consequences. Fortunately, in these circumstances, this didn't materialise, so the direst consequences were avoided. However, I can see there was a significant level of distress that was suffered from this and there was a loss in expectation of what the policy was bought for in the first place. However, I think British Gas has taken appropriate actions to put this right. Therefore, whilst I do uphold this complaint, as British Gas' offer was made after the complaint was referred to our service, but ultimately, I think the offer was fair. I've also noted, Mrs K has accepted a further £100 compensation that British Gas offered separate to this complaint in relation to the "post resolution delays".

My final decision

My final decision is that I uphold this complaint. I require British Gas Insurance Limited to:

- Send a different gas engineer to inspect the fire and flue, to put right any issues with the fire (repair or replacement) and ensuring all apparatus operated safely
- A refund of the gas premiums incurred to date, plus 8% simple interest per annum
- Cancellation of the invoice related to a carbon monoxide detector
- £900 compensation – for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 29 October 2025.

Pete Averill
Ombudsman