

## **The complaint**

Mr and Mrs S complain about the service British Gas Insurance Services Limited provided.

## **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.

The circumstances aren't in dispute, so I'll summarise my findings:

- Mr and Mrs S held a British Gas Homecare insurance policy. It included an annual service, which was carried out in February 2023. I understand Mr S asked the engineer about a smell which he thought may have been gas. The engineer said it could have been drains or something else but wasn't a gas leak.
- The smell persisted, so in May 2023 Mrs S got in touch with her local gas company. They confirmed a gas leak and two days later British Gas repaired the problem.
- British Gas said the engineer hadn't left any notes and had since left the company, so it couldn't investigate the matter further. It apologised and paid £100 compensation for any inconvenience caused.
- Our investigator didn't think the complaint should be upheld. She thought it was likely the engineer had failed to identify the leak but she was satisfied £100 was reasonable compensation for the impact of that mistake.
- It's disappointing to see British Gas has no engineer notes from the service. But based on the information that is available to me, I think it's likely there was a gas leak during the service. The smell was present at that time and dissipated after the repair, so it would be a remarkable coincidence if the smell wasn't a sign there was a gas leak during the service.
- That means British Gas made a mistake by not identifying the leak and dealing with it promptly. When I consider a fair level of compensation for a mistake, I must think about the actual impact on the complainant of that mistake. I can't punish a business or take into account what might have happened – only what did.
- Having done that, I'm satisfied £100 is reasonable compensation in the circumstances. I'll explain why.
- I know Mr and Mrs S think a significantly higher sum is appropriate, given the potentially very serious consequences of a leak. If such consequences had arisen, it's likely the compensation would be much higher – but thankfully they didn't. I think £100 fairly reflects the distress and inconvenience Mr and Mrs S experienced.

- Recently Mrs S said British Gas treated the £100 compensation as a claim and that increased her renewal premium. She said after much correspondence with British Gas, it agreed this was incorrect and reduced the premium. But that meant more inconvenience for her. As this happened after British Gas' complaint response, it's not something I can consider in this decision. But Mrs S is entitled to raise it with British Gas and, if it can't resolve the matter to her satisfaction, she can refer a new complaint to this Service.
- Although British Gas said it had sent Mrs S a cheque, she said she hadn't received it. If that remains the case, and she would like to accept the £100 offered, she's entitled to ask British Gas to send it to her again and I would expect it to do so promptly.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S and Mrs S to accept or reject my decision before 15 November 2023.

James Neville  
**Ombudsman**