

## **complaint**

Miss T complains that British Gas Insurance Limited mishandled her cancellation of its home care insurance policy.

## **background**

Miss T had a British Gas insurance policy. She had a direct debit to pay the yearly premium by monthly instalments. After she cancelled the policy, British Gas collected a payment of £51.24 and sent her a refund of £23.24. She complained that it should refund the balance of £28.00. British Gas agreed it would send her a cheque for that balance plus a further £50 for the inconvenience caused (a total of £78). Miss T complained that she didn't receive any such cheque. But it turned out that British Gas had actually paid her £78 by bank transfer.

The adjudicator recommended that the complaint should be upheld in part. She thought that British Gas had given incorrect information about the method of payment. The adjudicator recommended that British Gas should pay Miss T a further £50 for the additional inconvenience caused.

British Gas disagrees with the adjudicator's opinion. It says in summary that Miss T didn't contact it to complain about not receiving a cheque – and she didn't suffer any financial loss.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

British Gas created a reasonable expectation that Miss T would get a cheque in the post. And from what she says I accept that she didn't realise that it had sent her a bank transfer.

So, although she wasn't actually out of pocket, she genuinely and reasonably felt aggrieved that she was.

It was not until she had gone to the trouble of bringing her complaint to us that she traced the payment.

So I think it's fair and reasonable to order British Gas to pay Miss T an additional £50 compensation for upset and inconvenience.

## **my final decision**

For the reasons I've explained, my final decision is that I uphold this complaint in part. I order British Gas Insurance Limited to pay Miss T (in addition to what it has already paid her) a further £50 for trouble and upset.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss T to accept or reject my decision before 14 October 2015.

Christopher Gilbert  
**ombudsman**