

## **complaint**

Mrs M complains that British Gas Insurance Limited overcharged her when it added gas appliance cover to her home emergency insurance policy.

## **background**

Mrs M considered she'd been overcharged when she added gas appliance cover to her policy in September 2015.

So, she complained to British Gas and, being unhappy with its response, she complained to this service.

During our investigation British Gas agreed to repay Mrs M £41 and to pay her £50 compensation for the trouble and upset she'd experienced.

Mrs M felt she didn't have enough information to decide whether £41 was the full amount she'd been overcharged. So, the matter's been referred to me to make a final decision.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've decided to uphold Mrs M's complaint and to ask British Gas to repay £41 she was overcharged and pay her £50 compensation for the trouble and upset she's experienced. I'll explain why.

Mrs M says she first had a policy with British Gas in 2013. And she says because she's never received the charges in a clear way it's very difficult to calculate how much exactly she's been overcharged. But she's worked out there's been a minimum total overcharge of £164.74, which she'd like refunded, plus compensation.

Mrs M also says she doesn't think British Gas responded to her complaint in line with its procedures. She's also unhappy with its response to a complaint she made about a missed insulation appointment. And she's asked for an explanation about why her policy was cancelled in 2014.

I see when Mrs M added gas appliance cover she was charged for a full year, but there were only four months left to run under her policy. This was a mistake by British Gas, which it's now acknowledged. And it's agreed to refund the amount Mrs M was overcharged. I see 12 months' gas appliance cover cost £61.50. So I'm satisfied the £41 British Gas has agreed to pay Mrs M represents a full refund of the eight months' premiums she was overcharged.

I note Mrs M's queried the premiums she paid to British Gas dating back to 2013. And she thinks she's been overcharged. This wasn't part of her original complaint. So, I can't make a decision about this matter. But British Gas has given us a breakdown of the premiums Mrs M paid. And I haven't seen any evidence of overcharging, other than in relation to the gas appliance cover, which British Gas has agreed to refund.

The query Mrs M raised about her policy being cancelled in 2014 wasn't part of her original complaint. So again I can't make a decision about it. But I'm satisfied this matter doesn't affect the amount she was overcharged for the gas appliance cover in 2015.

British Gas was required to respond to Mrs M's complaint within eight weeks. And I see it actually took nine weeks to respond. British Gas has offered Mrs M £50 compensation for the trouble and upset this delay caused her. I think this is reasonable compensation, in the circumstances.

Mrs M also raised an issue about a missed insulation appointment. But this wasn't covered by her policy. So, I'm not able to consider this matter.

### **my final decision**

I uphold Mrs M's complaint against British Gas Insurance Limited. It must repay the £41 premiums it overcharged her for gas appliance cover. And it must pay her £50 compensation for the trouble and upset she experienced as a result of its delay in responding to her complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 14 October 2016.

Robert Collinson  
**ombudsman**