

The complaint

Mr S and Mrs S are unhappy that Be Wiser Insurance Services Ltd (Be Wiser) didn't include accidental damage cover when they bought their home insurance policy.

What happened

Mr S and Mrs S took out an insurance policy through Be Wiser. When they received the policy documents, these said there was no accidental damage included. So, Mr S phoned Be Wiser to discuss this. Be Wiser confirmed that standard accidental damage was included in the policy, but extended accidental cover wasn't.

When Mr S and Mrs S's policy renewed, Mr S contacted Be Wiser as he was concerned that there was no accidental damage on the policy. Be Wiser again confirmed that accidental damage was included.

Mr S and Mrs S complained to Be Wiser. They asked for the previous year's premium to be refunded because the policy didn't include accidental damage. They also said that the renewal premium had been taken without their consent. Be Wiser replied and said that Mr S and Mrs S had accepted the terms of the previous year's policy, which included accidental damage. It confirmed that a refund had been given for the policy renewal. It offered a £20 voucher as a gesture of goodwill.

Mr S and Mrs S complained to this service. Our investigator didn't uphold the complaint. He said that accidental damage had been included in the previous year's policy and that Be Wiser had responded appropriately by refunding the renewal premium and offering a gesture of goodwill.

As Mr S and Mrs S did not agree, the complaint has been referred to me.

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 first issue is whether accidental damage cover was included in the policy. Based on the wording of the policy schedule that was sent to Mr S and Mrs S, I can see why they might have thought accidental damage wasn't included. When Mr S raised this with Be Wiser, it spoke to the underwriter for the insurance policy, which confirmed that standard accidental damage was included in the policy. Be Wiser then spoke to Mr S on the phone and explained this to him. Having listened to the phone call between Be Wiser and the underwriter, I'm satisfied that accidental damage was included in the policy.

I've also listened to the phone call that Be Wiser then made to Mr S, where it explained this to him. I'm satisfied that it confirmed to Mr S that there was accidental damage cover in place and what that included and that, based on that discussion, Mr S confirmed that he accepted the policy. On that basis, I can't see any reason why Be Wiser should refund the premium paid for that year. Mr S and Mrs S wanted an insurance policy that included

accidental damage and Be Wiser confirmed with the underwriter, and then with Mr S, that this was included. Mr S and Mrs S therefore had the type of policy in place that they had requested and I have no reason to think that they couldn't have made a claim for accidental damage under the terms of the policy that they had in place if they had needed to do so.

Mr S and Mrs S were also concerned that their policy was renewed without their agreement. I've looked at the renewal proposal document that Mr S and Mrs S were sent. This said that if Mr S and Mrs S wanted to accept the renewal, they should phone Be Wiser to do so. Be Wiser has provided evidence that the payment was made by card. It also said that it couldn't have taken the payment without Mr S or Mrs S providing the full details from the card, such as the long number and expiry date and that the payment had been made using a different card to the previous year's payment. So, on that basis, I'm satisfied that Mr S consented to the policy being renewed and made the payment.

I'm also aware that Mr S then contacted Be Wiser again to query the accidental damage cover and decided to cancel the policy shortly after. Be Wiser confirmed to Mr S that it had cancelled the policy and refunded the premium.

So, thinking about all of the above, I'm satisfied that there was accidental damage cover in place and that Be Wiser confirmed this to Mr S and Mrs S who then accepted the policy terms. When the policy renewed, I'm satisfied that Mr S agreed for the policy to renew and made the payment for it to do so. On that basis, I don't uphold this complaint or require Be Wiser to do anything further.

My final decision

For the reasons I have given, it is my final decision that the complaint is not upheld.

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 2 December 2020.

Louise O'Sullivan
Ombudsman