

## **The complaint**

Miss T complains about how I Go 4 Ltd. trading as WiseDriving advised her driving score had decreased which resulted in an additional premium being applied to her policy. Miss T cancelled her policy but she was unhappy with the outstanding balance WiseDriving said she owed.

Miss T has been largely represented by her father in this complaint. But for ease of reference, I shall refer to anything he's said as being said by Miss T.

## **What happened**

In March 2024 Miss T took out a motor insurance policy through WiseDriving.

Although Miss T's Certificate of Motor Insurance is headed as WiseDriving, WiseDriving was acting as an intermediary between Miss T and an Insurance company I shall call A. Miss T chose to pay her insurance policy via monthly instalments and she entered into a credit agreement with a company I shall call P.

In April 2024 Miss T was contacted by WiseDriving advising her driving score had decreased. WiseDriving said there was still time for Miss T's driving score to increase. But, it put her on notice that if the score didn't improve, her premium may increase.

In May 2024 WiseDriving said to Miss T her driving score had decreased over the previous month. And therefore, the cost of her insurance had increased. WiseDriving said the additional cost of insurance would be added to her monthly direct debit payments and she would be contacted by P in relation to this.

On 15 May 2024 Miss T cancelled her insurance with WiseDriving. WiseDriving sent a letter of cancellation confirming the cancellation of Miss T's policy would be effective from 30 May 2024. Miss T says along with an outstanding premium to pay, she has been charged a £75 cancellation fee along with a £150 non-refundable telematics fee and £29.99 for optional motor legal protection cover, because the policy was cancelled outside of the first 14 days.

As Miss T was unhappy she made a complaint to WiseDriving in which she raised the following points:-

- Driving behaviour score data
- Additional premium
- Outstanding balance due
- Level of Service

WiseDriving said it didn't uphold Miss T's complaint in respect of the first three of her complaint points and it wouldn't be taking any further action. WiseDriving did however uphold Miss T's complaint in relation to the level of service she received as it found its

customer service representative did speak over her on a couple of occasions during a telephone conversation in May 2024. WiseDriving agreed to remove £20 from the outstanding balance due to compensate for this. WiseDriving said the new outstanding balance was £558.27.

Dissatisfied with WiseDriving's response, Miss T brought her complaint to this Service.

I issued a provisional decision setting out I planned not to uphold Miss T's complaint. I said:

#### Driving Behaviour Score

*Miss T's insurance is a telematics policy meaning she has a black box fitted to her car that monitors her driving, based on several factors.*

*From the available evidence, WiseDriving told Miss T in April 2024 her driving score had decreased. It said if the driving score didn't improve, Miss T's premium may increase. Following its further review in May 2024, Miss T's driving score hadn't increased. WiseDriving therefore said to Miss T an additional premium would be applied to her policy.*

*I understand Miss T disputes the driving score as she says her car hadn't been driven on the dates alleged by WiseDriving. Although this is Miss T's position, from the available evidence I note WiseDriving says Miss T didn't provide any evidence of the dates she disputed to show otherwise. Additionally, although Miss T may say she wasn't driving her car at the times alleged, this doesn't mean her vehicle wasn't being driven by anyone else allowed to under the Certificate of Motor Insurance.*

*To clarify, the driving score is not specific to Miss T, but to Miss T's car. In the policy terms and conditions it says:-*

*"the driving score relates to your car and not to you specifically..." "if other drivers use your car their driving behaviours could affect your premium"*

*WiseDriving has provided telematics data scores for Miss T's car. It also says having made its own enquiries no anomalies were detected on Miss T's telematics device.*

*On balance I'm therefore persuaded that Miss T's driving scores were correct and WiseDriving weren't unreasonable contacting Miss T to inform her, her driving score had decreased and the effect it would have on her policy. I therefore don't require WiseDriving to take any further action in this respect.*

#### Additional Premium and Outstanding Balance

*I understand Miss T is unhappy with the additional premium which was added to her policy and the calculation of the outstanding balance relating to her premium for time on cover, prior to cancellation of the policy by her.*

*I've said above that WiseDriving was acting as an intermediary between Miss T and A. It would therefore be A who would be responsible for the premium as the Insurer. Miss T will need to contact A directly if she remains unhappy. I appreciate Miss T will be disappointed as this issue relates to a large part of her complaint, however it's outside of what I'm able to consider in relation to Miss T's complaint against WiseDriving.*

#### Cancellation fee, telematics fee and optional cover.

*Miss T cancelled her policy with WiseDriving on 15 May 2024. WiseDriving provided its cancellation letter confirming Miss T's policy would cease on 30 May 2024. As Miss T cancelled her policy with WiseDriving after the first 14 days, Miss T was charged a £75 cancellation fee.*

*I've looked at the policy terms and conditions which state:-*

*"Your policy is a contract for 12 months. If your insurance is cancelled for any reason you will be charged £75 in addition to the charge made by your insurer for the cover you have received.*

*IGO4'S commission is non-refundable in the event policy is cancelled after the first 14 days. Please note all fees charged are non-refundable in the event of cancellation"*

*I believe the policy terms and conditions were clear and it was reasonable for WiseDriving to charge Miss T the cancellation fee, as it was Miss T who chose to cancel the policy.*

*Miss T was additionally charged a telematics fee of £150 and £29.99 relating to optional motor legal protection she had taken out.*

*In respect of the telematics fee of £150 I've looked at the policy terms and conditions. It says "The New Business Telematics fee for the first year is £150". Reading this section in conjunction with the additional policy wording I've referenced above, it's clear this fee is unrefundable and on cancellation of Miss T's policy she would owe the full telematics fee of £150.*

*Miss T will most likely be disappointed as the policy was circa two months old at the time of her cancellation. However, I don't believe WiseDriving has been unreasonable in charging this fee as it's entitled to do so under the policy terms and conditions. I therefore don't require WiseDriving to do anything further in this respect.*

*Turning to the motor legal protection cover, Miss T added this to her policy as an optional extra at a cost of £29.99. It says at page 6 of the terms and conditions that "After 14 days you may cancel your policy...There will be no refund for any additional product that you choose alongside your policy after 14 days from the start date of your policy".*

*I'm satisfied WiseDriving has applied its policy terms and conditions correctly and it hasn't been unreasonable in including this charge in the cancellation balance it says Miss T owes it.*

### Service

*In its final response letter WiseDriving addressed and offered £20 compensation to Miss T in relation to her complaint regarding the service she received during a telephone call. As this aspect doesn't form part of Miss T's complaint to this Service, I don't intend to address it further.*

Within my provisional decision I said I didn't intend to ask I Go 4 Ltd. trading as WiseDriving to do anything further.

I Go 4 Ltd. trading as WiseDriving hasn't responded to my provisional decision. Miss T has acknowledged my provisional decision and has queried again the additional premium which

has been charged.

The complaint has therefore been passed back to me for a final decision.

### **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.

Having considered Miss T's response to my provisional decision and with no further evidence having been provided by either party, I see no reason to reach a different conclusion to the one reached in my provisional decision.

Although Miss T has again queried the premium she has been charged, I refer Miss T to the paragraph entitled Additional Premium and Outstanding Balance contained within my provisional decision (as above). This paragraph sets out the reasons why the additional premium Miss T has been charged is outside of what I'm able to consider in relation to Miss T's complaint against WiseDriving. I appreciate Miss T will be disappointed as this issue forms a large part of her complaint.

So, I don't uphold the complaint for the reasons I set out in the provisional decision.

### **My final decision**

For the reasons I've set out above, I don't require I Go 4 Ltd. trading as WiseDriving to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss T to accept or reject my decision before 29 May 2025.

Lorna Ball  
**Ombudsman**