

complaint

Mr T complains that Be Wiser Insurance Services Ltd refused to provide cover under his motor insurance policy, resulting in his claim not being met. He wants it to pay his claim.

background

Mr T wanted to buy a new motor insurance policy from Be Wiser and he arranged to transfer money to pay the premium to Be Wiser's bank account. Be Wiser provided its bank details on 8 November and told Mr T to call it to confirm the money went into its account and to start the policy. On 11 November, Mr T contacted Be Wiser to make a claim. He explained that on 8 November, between the hours of 11:00 pm and midnight, his car had caught fire and was a write-off. Be Wiser said that it was unable to deal with the claim because it had not provided cover at the time of loss. Be Wiser said that its bank had confirmed that Mr T's money was received at 10:17pm on 8 November but this was outside of Be Wiser's working hours and also Mr T had not phoned it to confirm that the money had been received and to start his policy. Be Wiser refunded Mr T's premium. Mr T was prosecuted for driving without insurance.

The adjudicator did not recommend that the complaint should be upheld. She thought that Be Wiser had told Mr T several times that the money would need to be cleared in its account and that he would need to phone Be Wiser back to confirm this in order for the policy to start. Once the money had cleared, Be Wiser would then be able to set up the policy.

Mr T responded that when he transferred the money, the bank branch he was in told him that the money would go into Be Wiser's account straight away and he therefore believed that he should have had cover in place as soon as he made the transfer.

my findings

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

I can understand that Mr T feels frustrated and disappointed by this experience. His car was destroyed and he was prosecuted for driving without insurance. He is adamant that because he had made the bank transfer that his insurance was in place.

Mr T says that he does not recall being told by Be Wiser to call it to confirm that his payment had been received and that it would then set up his policy. I find, however, that from the call transcripts it is clear that Be Wiser told Mr T this several times and that he appeared to understand this. I find that Be Wiser clearly explained what was needed and, in response to Mr T's questions, repeated that the policy would not be started until after he had called back. It made no guarantee that the policy would start the same day.

Despite this advice, Mr T chose to drive later that day without first calling back Be Wiser and he suffered serious consequences, but I cannot fairly hold Be Wiser responsible for this.

Mr T says that his bank told him that the transfer would be immediate and that this was the reason why he believed he was insured and drove his car. I find that while Mr T made the transfer in the afternoon, it was not received by Be Wiser until late at night, outside of its working hours. It was not then able to set the policy up and Mr T's cover would not have started until the following day. Again, I find that Be Wiser clearly explained to Mr T that he must call it to confirm that the money had cleared in its account and to start his policy and he did not do so.

I find therefore that Be Wiser has not acted unreasonably by refusing to deal with Mr T's claim and it follows that I find that I do not require it to pay it.

my final decision

For the reasons above, it is my final decision that I do not uphold this complaint and I make no award against Be Wiser Insurance Services Ltd.

Phillip Berechree
ombudsman