

complaint

Mr F complains that Be Wiser Insurance Services Ltd gave him poor service when he set up a motor insurance policy through it. It led to a higher premium than he'd expected.

background

Mr F says he told Be Wiser he couldn't be sure if he had five or six years no claims discount ("NCD"). Be Wiser based the quote on six years NCD. He says Be Wiser didn't say when asked that if the NCD turned out to be five years it would make a difference. Mr F says he told Be Wiser the right date on which he got his driving licence, but it recorded the wrong details. After checks were carried out later, Be Wiser noted the NCD and driving licence errors. Mr F was asked to pay an extra premium of £291.

Our adjudicator thought Be Wiser shouldn't have completed the quote if Mr F wasn't sure about his NCD. She said that since Be Wiser couldn't find the initial call with Mr F, it couldn't show he'd given it the wrong date for his driving licence. Be Wiser offered to reduce the sum owed to £199, given it had lost the call. The adjudicator thought it should pay the entire extra premium. She also thought it should pay Mr F £100 for the trouble and upset caused to him.

Be Wiser said even if it recorded the wrong details, Mr F could have corrected any errors when he got the policy documents. The adjudicator was still of the view that the fairest outcome was for Be Wiser to pay the extra costs, plus compensation.

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 agree with the adjudicator that if Mr F wasn't sure about the amount of NCD he'd earned, Be Wiser shouldn't have proceeded with the quote. I think it's *possible* Mr F simply gave it the wrong information about his NCD. That would explain why its advisor went ahead with the quote. But Mr F's adamant he didn't. And he knew the NCD would have to be confirmed by his previous insurer, so there'd be no point in giving Be Wiser the wrong details.

In my view it's unlikely Mr F gave Be Wiser the wrong date for getting his driving licence. He was sure of the date and knew he'd have to provide a copy of the licence shortly afterwards. Without the call recording, we can't be certain what was said. But Mr F would have been advised that calls were recorded. He had no reason to think - if there was any problem later on - Be Wiser wouldn't be able to show exactly what was said. On balance, I think it's reasonable to give the benefit of the doubt to Mr F in the circumstances.

I appreciate that Mr F should have checked the documents carefully. Be Wiser says if he'd done that, he'd have noted that some of the information it had recorded was wrong. As I understand it, Mr F didn't know the six years NCD was wrong, and in fact he thought it might be correct. He says it was Be Wiser's choice to use that figure. He wasn't told it could make a big difference to the premium if the stated number of years was changed. Nor was he told he needed to be certain about it before taking out the policy.

I think the error about the date Mr F got his driving licence is one that could easily have been missed, unlike other more obvious details, such as claims and incidents. And I don't think it's clear what difference that error alone made.

I think it was reasonable for Be Wiser to attempt to put things right. By waiving its charges, it reduced the sum Mr F owed. But had Be Wiser dealt with the NCD issue differently, Mr F may not have owed anything. We can't be sure of that, but on balance I agree with the adjudicator that it's reasonable for Be Wiser to pay the extra premium.

Mr F and his mother were put to some trouble when Mr F was told he owed more money. They couldn't understand how that had happened. They queried it straight away, but had to chase an explanation from Be Wiser. A call back from a manager didn't happen as promised on at least two occasions. Nor did Mr F get a timely final response letter from Be Wiser giving him our details. I think £100 compensation for service issues overall is reasonable.

my final decision

My final decision is that I uphold this complaint. I require Be Wiser Insurance Services Ltd to do the following:

- Pay any extra premium owed by Mr F;
- Pay Mr F £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 16 December 2016.

Susan Ewins
ombudsman