

complaint

Miss N complains that Be Wiser Insurance Services Ltd charged too much money for her motor insurance policy and took payment from her friend's account without permission.

background

Miss N changed her car very shortly after she took out an insurance policy. She complained about the further amount Be Wiser charged. She also complained that it debited her friend's card for the further payment.

The adjudicator did not recommend that the complaint should be upheld. He concluded that it was more likely than not that Be Wiser had told Miss N the amount of the additional premium. He said that Be Wiser had followed standard practice in taking payment from the card used to set up the policy.

Miss N disagrees with the adjudicator's opinion. She says that Be Wiser charged her much more than she paid the following year.

my findings

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

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

I consider it unfortunate that Be Wiser has not been able to provide recordings of its telephone conversations with Miss N.

I accept that, in general, a change of car will mean a change of premium and that this is what would have been discussed when Miss N telephoned. Therefore, I find it more likely than not that Be Wiser did tell her the amount of the additional premium.

I bear in mind the very short time between the start of the policy and the change of car. Therefore, I do not find it unfair or unreasonable that Be Wiser used the same card details to pay the additional premium.

I have seen a revised policy schedule stating the amount of the additional premium. It bears the address which Miss N still uses. So I find it likely that Be Wiser sent it to her at that address. I note that Miss N did not take the option of cancelling the policy. It ran until it expired the next year.

I note that Be Wiser's proposed renewal premium for the following year was only slightly less than the year in which she changed her car. The level of premium charged is a matter for an insurer's commercial judgment. Consumers are free to search the market to try to find a cheaper policy, and I accept that she found a cheaper policy elsewhere.

Overall, I do not conclude that Be Wiser treated Miss N unfairly or unreasonably.

my final decision

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

Christopher Gilbert
ombudsman