

complaint

Mr M complains that Be Wiser Insurance Services Ltd provided him with poor service, especially after he decided to cancel a motor insurance policy he bought through it.

background

Mr M wanted to amend his policy as he'd bought a new car. He contacted Be Wiser on 5 July 2016. He was quoted £64.04 per month as opposed to £21.24 for the previous car. Mr M was shocked but agreed to it as he needed the car insured straight away. Later he found most other quotes for the new car were less than half what Be Wiser had quoted.

Mr M tried to cancel the policy on 3 August 2016, but no-one from the right team was available. The same happened the next day. Mr M emailed Be Wiser's chief executive to complain. He didn't get a reply, so emailed him again on 5 August 2016. On 6 August 2016 Be Wiser contacted Mr M. It gave him a quote for less than half the price originally quoted.

Mr M rang back later that day to see if there'd be a cancellation charge if he didn't go ahead. He didn't get a reply, so he rang again to cancel the policy. No-one from the cancellation team was available – despite the assurance given to Mr M earlier that day. He told the person who took his call he wanted to cancel and confirmed it the next day by email.

Mr M got emails on 8 and 9 August 2016 asking him more than once for the same details. Meanwhile, on 6 August 2016 he'd taken out other insurance through "firm S". As firm S hadn't got proof of Mr M's no claims discount ("NCD") by 22 August 2016, Mr M rang Be Wiser to query it. His call was picked-up twice and the line left open, but no-one spoke to Mr M and the calls were then terminated. In total these two calls alone cost Mr M £18.19.

When Mr M finally got through to an advisor, he was told the policy would be cancelled that day, with a refund of £190 from the insurer. The advisor said firm S could contact Be Wiser about the NCD. Yet a week later firm S told Mr M, Be Wiser still wouldn't confirm his NCD, as 'issues' had yet to be resolved. So Mr M had to pay a much higher premium than he should have done for his new insurance. The next day Be Wiser told Mr M he owed it £130. It said the advisor he spoke to on 22 August 2016 was wrong in saying a refund was due. Be Wiser later cancelled some of its charges and offered Mr M a refund of £64.49. It also provided firm S with Mr M's proof of NCD. Mr M didn't accept its offer.

Our adjudicator thought it was fair to say 3 August 2016 should be the policy's cancellation date. As Be Wiser couldn't explain the extra premium it had first quoted, he thought Mr M should only pay for cover at the premium charged for the original policy. That meant a refund of £202.49 was due. He thought Be Wiser should pay Mr M £30 for all the calls he'd made, plus £150 for the trouble and upset he'd faced, including that with firm S and his new policy. Be Wiser didn't accept the adjudicator's view, so the complaint was passed to me.

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 think Mr M got very poor service overall from Be Wiser. He kept a record of everything that happened. Be Wiser hasn't tried to explain many of the issues he's raised. That includes the

situation behind the two calls that cost Mr M £18.19 for 42 minutes on 'open' hold. I'm sure he would have spent £30 in total over the weeks on calls. Apart from calls to Be Wiser, Mr M had to call firm S far more than he should have needed to. That was due to Be Wiser's actions. We usually ask for itemised bills, but here the adjudicator thought Mr M had already been put to enough trouble. Taking everything into account, I agree.

It looks as though promised call-backs weren't made to Mr M. He was given the wrong information about contacting the cancellation team and proof of NCD. That led to more wasted time, calls and effort on his part. He was asked more than once to provide details he'd already given to Be Wiser. These issues would've been very frustrating for any consumer. But I think the refund promised on 22 August 2016 (and later retracted) added greatly to Mr M's frustration and general confusion about Be Wiser's conduct.

All this happened after Mr M was given an inexplicably high quote for insuring his new car. I think that alone gave him real cause for concern. Be Wiser hasn't attempted to explain it, but after Mr M challenged it, Be Wiser quoted a sum that was in line with the rest of the market. I don't think it's surprising Mr M wanted to cancel the policy. In my view Be Wiser left him with no real choice, so waiving its cancellation charge wasn't a good offer in this case.

I think Mr M's shown he wanted to cancel the policy from 3 August 2016. But I think the date he unequivocally did so was 6 August 2016. That's when he took out other insurance through firm S. It still isn't clear what led to the delay in Be Wiser cancelling the policy for over two weeks after that, but I don't think Mr M should be charged beyond 6 August 2016.

I agree with the adjudicator that there's a lack of clarity around the right premium for the new car. So I think it's fair and reasonable to work out what Mr M would have paid using the original premium. He was charged £273.03, since Be Wiser took payments up to October 2016 - three of them at the higher rate. I think he should have paid £72.30 up to 6 August 2016, so he should get a refund of £200.73. I would normally have added interest to that. But I think it's fair not to do so given the lack of clarity mentioned above.

In my opinion, Mr M had a particularly bad experience with Be Wiser. I think its withholding of the NCD alone justifies compensation. It left Mr M out of pocket and also caused him trouble and inconvenience with firm S. I don't think Be Wiser's given a good explanation for what happened, even in its objection to the adjudicator's view. Taking into account all the poor service and errors, I don't think £150 compensation's at all unreasonable.

my final decision

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

- Refund Mr M £200.73
- Pay Mr M £30 towards telephone calls
- Pay Mr M £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 1 March 2017.

Susan Ewins
ombudsman