

complaint

Mr C has complained about Be Wiser Insurance Services Ltd. He isn't happy that it didn't insure his car which caused him to be stopped by the police as he wasn't insured.

background

Mr C says that when took out car insurance Be Wiser failed to put him on cover on the correct date. This led to him being stopped by the police for driving without insurance and having his car impounded.

Be Wiser couldn't find the call from the time he took out insurance. But it agreed to get the insurer to provide a letter of indemnity for Mr C so that he wasn't prosecuted for driving without insurance. But Be Wiser wouldn't pay all Mr C's impound fee in full. It said that he should've been aware from the policy documentation that his policy wasn't due to start for a week, but it did agree to pay half the impound fee.

As Mr C wasn't happy he asked this service to look into things for him. And our adjudicator upheld the complaint. He was of the view that it was likely Mr C asked for cover to start the day he called as that is when he needed it. And so he asked Be Wiser to refund all the impound fee, to pay Mr C for his loss of use and £100 compensation.

As Be Wiser didn't agree the matter has been passed to me for review.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so I think that the complaint should be upheld. I'll explain why.

I can see that it isn't clear whether it was agreed for cover to start around the time Mr C called. But, on balance, I think that it was. I say this as Mr C knew his requirements and I don't think he'd have driven without cover in place. It was of no benefit for him to delay cover starting.

I know that he did enter different dates on-line, before he called to take out the policy, which may have confused things but he agreed cover on the phone. I'd expect Be Wiser to provide a copy of the call and it can't (due to technical difficulties), so I think that Mr C should get the benefit of any doubt.

Be Wiser has accepted, in part, that it's likely to be its error that caused the problem by asking the insurer to provide a letter of indemnity. And so its only fair and reasonable that it should cover Mr C's other costs and compensate him. So I think it should pay the full impound fee, loss of use at £10 a day for the time he was without his car and £100 compensation for the stress and embarrassment caused by all of this.

my final decision

It follows, for the reasons given above, that I uphold this complaint. I require Be Wiser Insurance Services Ltd to pay the full impound fee, adding 8% simple interest from the time of payment to the date of settlement, loss of use at £10 a day and £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 31 July 2017.

Colin Keegan
ombudsman