

## **complaint**

Ms E has complained that Be Wiser Insurance Services Ltd mis-advised her when she rang to make a claim under her motor insurance policy. She has also complained they gave her poor service, and didn't give her a fair refund when she cancelled her policy.

## **background**

Be Wiser arranged Ms E's motor policy for her. After her car was vandalised, she rang Be Wiser about making a claim. She says their call handler told her she couldn't make a claim for this. So Ms E cancelled her policy and made a complaint. Be Wiser said they hadn't told her she couldn't claim. They'd explained that her policy excess was £450. So if it cost less to repair the car, she may be better off arranging the repairs herself. Ms E wasn't happy so she brought her complaint to us.

The adjudicator who investigated her complaint listened to the call when she told Be Wiser about the damage to her car. And he said the call handler had told her she could make a claim. So he thought Be Wiser hadn't done anything wrong.

Ms E then complained about Be Wiser's poor service, and that they hadn't given her the correct refund when she cancelled her policy. The adjudicator listened to further calls between Ms E and Be Wiser but didn't think they'd given her poor service. He said the insurer was responsible for working out the correct refund, and he didn't think Be Wiser's charges were unfair.

Ms E didn't agree so her complaint has been passed to me to decide.

## **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've decided not to uphold it.

I've listened to the call recording when Ms E rang Be Wiser's claims line about making a claim. Be Wiser's call handler explained to Ms E;

- the claims process,
- that she has to pay the policy excess of £450,
- the claim may affect her premium in future,
- she could get a repairs quote from a garage. And if this is less than £450 she may be better off paying for this herself so it won't affect her premium and her no claims discount.

He also tells her a few times that she can make a claim for the damage, and he puts her through to her insurer so she can tell them what's happened. So I don't think Be Wiser did anything wrong.

I don't think Be Wiser gave Ms E poor service. She says they didn't return some calls but I've listened to several calls between Ms E and Be Wiser. And Ms E asks them a couple of times to call her at a different time instead. And they then rang her again when she'd asked them to. So I haven't seen any evidence that they didn't return her calls.

Be Wiser's call handlers explained to Ms E the way the refund was worked out. So, I don't think the information they gave her was unclear.

Ms E's insurer was responsible for working out the premium they charged her for her policy. And the refund she got when she cancelled her policy. Under the terms of Ms E's policy, Be Wiser were allowed to keep 20% of any premium refund offered to Ms E. And £55 administration fee for arranging the policy.

Be Wiser said they were entitled to keep £223.12, which was 20% of the premium refund offered to Ms E. But they agreed to reduce this to £50 and Ms E was paid a refund of £669.35. I think this was fair, so I won't ask Be Wiser to pay Ms E any more.

Ms E said she didn't get any benefit from her policy. But her insurance policy provided cover for accidents and other damage for the seven months she had it. So I think she got a benefit from the policy, not least because insurance to use a car on a road is a legal requirement. I don't think Be Wiser have done anything wrong.

### **my final decision**

For the reasons I've set out above, my final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms E to accept or reject my decision before 22 April 2016.

Mary Dowell-Jones  
**ombudsman**