

complaint

Mr B complains that Be Wiser Insurance Services Ltd cancelled his motor insurance policy and set up a more expensive one without his consent. Mr B's represented by his daughter, Mrs R.

background

Be Wiser set up a policy for Mr B with "insurer A" on 7 September 2015. He said he had six years proof of no claims discount ("NCD") on a private car. Be Wiser checked the details the following week and found the NCD wasn't acceptable to insurer A. That's because Mr B's NCD seemed to be on a *commercial* vehicle. It couldn't be transferred to a private car. Be Wiser looked for the next best option for Mr B and found a policy with "insurer B". That insurer accepted Mr B's NCD, but its policy cost around £300 more for the year.

Mr B says when Be Wiser rang him about the proposed change he didn't agree to it. Mrs R called Be Wiser the next day and queried the situation. She asked for a transcript of the call with Mr B. As Be Wiser knew Mr B wasn't happy it started to look into his complaint. Meanwhile, Mrs B sent Mr B's proof of NCD to Be Wiser for the new policy.

Around a month later Be Wiser told Mrs R it didn't uphold Mr B's complaint. It said he hadn't told it at the start his NCD was on a commercial vehicle. It didn't agree he'd said he didn't want the new policy. But Be Wiser said Mr B could cancel it with just a charge for the time his car was covered. Mrs R agreed to that. Be Wiser waived its own fees. Mr B was only charged for 58 days cover (and interest). He was refunded the rest of the money he'd paid.

Mrs R said Mr B wanted all the money he'd paid back, plus interest. She also wanted compensation for the trouble and upset he'd faced. As there was no agreement, the complaint was 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.

The decision not to continue the insurance cover was due to insurer A's requirements. There's evidence it didn't accept NCD based on the type of vehicle Mr B had been driving. I know Mr B and Mrs R considered that vehicle to be private, not commercial. They used it as a family car. But I think Be Wiser had to accept insurer A's view on the issue.

Be Wiser wasn't to blame for insurer A's decision. And as Mr B's broker, it had to act in his best interests. Mr B needed to have other insurance in place straight away, to make sure he was covered for driving his car. Be Wiser looked for a policy that accepted the NCD he had, plus the rest of his driving history. It found insurer B offered the cheapest suitable cover. Other insurers quoted *much* higher premiums. It says it explained the situation to Mr B and he didn't say the new policy shouldn't be set up.

Be Wiser accepts that Mr B wasn't happy with the new price. But I think that's quite different to not accepting the policy at all. Mrs R now says Be Wiser's conversation wasn't with Mr B, but with his son. Be Wiser wasn't aware of that, but I don't think it makes a difference anyway. It seems Mr B's son was speaking *for* Mr B, in his presence.

Be Wiser says because it realised Mr B was unhappy, it said it would set up the policy and give him a full refund. I don't think it was made clear to Mr B that meant he wouldn't have paid anything for the 15-day period the first policy ran – Be Wiser transferred the money paid for that to the second policy. The new policy documents were sent to Mr B the same day.

It's very unfortunate Be Wiser's unable to provide a copy of the call with Mr B or his son. I think it's possible Mr B or his son *thought* they hadn't accepted the policy with insurer B. But if that were the case, I'd have expected Mr B or Mrs R to ring Be Wiser to cancel it as soon as they realised Be Wiser had set up the policy anyway. That would have been clear to them when the policy documents arrived. Even more importantly, I'd have expected Mr B or Mrs R to be able to show he'd obtained other car insurance elsewhere. They haven't done so.

Mrs R accepts that when she rang Be Wiser, she didn't do so to cancel the policy. She says that's because it shouldn't have been in place anyway, so there was nothing to cancel. Instead, Mrs R queried what had happened and the cost of the new policy. But it isn't clear why - if she thought no policy was in place - Mrs R agreed to send in proof of Mr B's NCD for insurer B, rather than help him to set up another policy elsewhere.

When Be Wiser looked into Mr B's complaint it didn't think there were grounds for upholding it. But on 19 November 2015 it offered to waive its charges if Mr B wanted to cancel the new policy. In the meantime, he was charged for the cover he'd had, plus interest. I think that was reasonable, as Mr B had benefitted almost two months cover at that point. Unfortunately, a payment for November 2015 was taken, but I think Be Wiser's shown it sent Mr B the correct refund later.

I don't think Be Wiser can show beyond doubt that Mr B agreed to the new policy, but Mr B can't show he *didn't* agree. Mrs R says a neighbour and a relative will support Mr B's version of events, but I don't think that's independent evidence. I think it's *possible* Be Wiser misunderstood Mr B's objection to the new policy as an objection to the increased price. I think it's not unusual for consumers to object to price, but to have the policy anyway. I think it's important to note what happened after the call between Be Wiser and Mr B or his son.

In my opinion, the fact that the policy wasn't cancelled until the middle of November 2015 supports Be Wiser's view that Mr B initially accepted the new policy. So does the fact that he didn't get other insurance elsewhere. And I don't think Mr B was disadvantaged by the way Be Wiser acted. It ensured he had continuous cover for the best price it could find. It informed Mr B of the situation as soon as possible and sought his agreement to the new policy. Be Wiser made a gesture of good will to Mr B in not charging for the time he was covered by the first policy *and* by later waiving its own charges.

Mrs R has recently said Mr B had a further six years NCD on *another* vehicle when he took out the first policy. Her suggestion seems to be that Be Wiser should have taken that into account. From the limited information Mrs R's provided it isn't clear to me if that might have made a difference. But the point is that - as far as I can see - Be Wiser (and hence the insurer) weren't aware of the additional information at the time.

I don't think Mr B's been able to show that Be Wiser acted unreasonably, so I can't uphold his complaint.

my final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 13 June 2016.

Susan Ewins
ombudsman