

complaint

Mr X says he's angry with the service he's received from Be Wiser Insurance Services Ltd ("Be Wiser") for his motor insurance.

background

I've looked at Mr X's complaint before and made a provisional decision dated July 2015. I've attached a copy of my provisional decision to this final decision so I won't repeat what I said in my provisional decision.

Mr X was sent a copy of my provisional decision by post. To make sure he'd received this and remind him about the deadline to respond, our adjudicator called Mr X before the deadline passed. During this call, Mr X asked that our adjudicator email him. He then put the phone down.

Following this call, an email was sent to Mr X attaching a further copy of my provisional decision and reminding him when the deadline to respond was. No response was received from Mr X to this email nor the follow up email that our adjudicator sent him. So, a final email was sent to him letting him know that the deadline to respond to my provisional decision had now passed. But we'd give him a further seven days to respond. In this final email we explained that if we didn't hear anything from him in the next seven days, we'd assume he'd received my provisional decision and had nothing further to add. The seven day extension has now passed and we've not heard from Mr X.

Be Wiser told us that they accepted my provisional decision.

my findings

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

Because Mr X and Be Wiser haven't said anything that makes me think that the conclusions I reached in my provisional decision should be changed in any way, I stand by them.

So, I don't uphold Mr X's complaint for the reasons I explained in my provisional decision.

my final decision

My final decision is that I don't uphold Mr X's complaint against Be Wiser Insurance Services Ltd and don't require them to do anything.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr X to accept or reject my decision before 24 September 2015.

Lisa Wright
ombudsman

copy of provisional decision

complaint

Mr X says he's angry with the service he's received from Be Wiser Insurance Services Ltd ("Be Wiser") for his motor insurance.

Background

Mr X took out a year's motor insurance with Be Wiser in April 2013. He was sent his insurance documents by email and post. But Mr X was concerned that some of the details on these documents weren't correct. And he wasn't insured for things he thought he should be.

In July 2013, Mr X told Be Wiser of a change in address. But, he says they didn't record this properly. Mr X says it was only in May 2014 that he finally got an insurance schedule with the correct address on it.

I can also see that Mr X thinks that he may have paid too much for his insurance and wants Be Wiser to refund him the difference. Mr X has also told us about the way Be Wiser handled this complaint and his request for confirmation of his no claims discount.

Our adjudicator looked at Mr X's complaint and decided not to uphold it. She thought that Be Wiser hadn't done anything wrong. Because Mr X didn't agree with this, his complaint has been passed to me.

my provisional findings

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

I'll start by explaining that I've looked at Mr X's complaint afresh. I'm independent of the adjudicators who've looked at this complaint before. I've carefully thought about those things Mr X is unhappy about. And the information and documents Mr X and Be Wiser have sent us that are relevant to those points. Mr X has sent me information about other complaints and legal action he's taken. Although he thinks these matters are relevant to this complaint, I don't. So, I've not mentioned those matters within this decision.

Having looked at all the relevant information and documents, I don't think Mr X's complaint should be upheld. I'll now explain why I've reached this view.

did Mr X pay too much for his insurance and if so, should he be refunded the difference?

Mr X thinks he paid more for his insurance than he should have done – over £100 more. He says this because of the amount he paid Be Wiser compared to the cost of his insurance as shown on his insurance schedule.

The cost shown on Mr X's insurance schedule is what the insurer charged for the policy. Be Wiser acted as an intermediary and charged Mr X for their services. So, the extra Mr X paid was Be Wiser's fee.

It's possible that this wasn't made clear to Mr X at the time of sale. I understand that the amount he was told he needed to pay included Be Wiser's fee. And it doesn't look like he was given a breakdown. I've thought about what Mr X may have done differently if he'd known this. But I think he would still have bought the policy if he'd known about Be Wiser's fee. I say this because he bought it through a comparison website when he would have been given a number of quotes. And on comparing the cost of the policy he could buy from Be

Wiser (including their fee) to other companies, it seems he thought it was good value.

were the details on his policy documents correct?

After Mr X changed his address, the address on his insurance schedule would have been wrong. Mr X says that despite calling Be Wiser in July 2013, he didn't get an insurance schedule with the correct address on it until May 2014.

Be Wiser have accepted they didn't record Mr X's new address properly in July 2013 and have offered to refund him the £25 he paid to change his address. I think this is reasonable and I don't require Be Wiser to pay him anymore because of this mistake.

Mr X says he's not received £25 from Be Wiser. I can see that Mr X and Be Wiser discussed how this payment should be refunded. And Mr X asked them to call him as he didn't want to give his card details to them in an email. I understand from what Be Wiser have told us that after this email exchange, Mr X told them he wanted to wait until his complaint had been looked at by an ombudsman before they paid him this sum. So, I think Mr X should contact Be Wiser and ask them to pay him his £25 when he's happy to receive this sum.

What's not clear, is what other information Mr X is saying was wrong on his insurance schedule. When Mr X told Be Wiser that the information recorded was wrong, they asked him to tell them what information was wrong. Mr X says he did this but Be Wiser then "*played games*" with him. From the information and documents I've been sent, I can't see that he did tell them anything or that he told them and they didn't act upon this information as they should have done. Still, because of what Mr X says, I've tried to work out what information may have been wrong on his insurance schedule.

I understand that Mr X has questioned how Be Wiser knew some of his information. For example, where he was born and the date he got his full driving licence. I've listened to a call recording between Mr X and Be Wiser that took place after he took out his policy online but before Be Wiser emailed him his policy documents. During this call he was asked to confirm his personal details (name, address, date of birth, when he got his full driving licence, where he was born and when he moved to the United Kingdom. Also that he had no medical conditions, convictions and claims that he needed to tell them about). He was also asked to confirm the details of his car to be insured. Having listened to this call, I think the information shown on his insurance schedule (apart from his address because this changed) matches the information Mr X confirmed during this call.

Mr X may have been concerned about the cost information, because it was different to what he'd paid. But as I've explained above, the cost on Mr X's insurance schedule is correct.

I understand that the reason Mr X is worried about any incorrect information on his insurance schedule is because he thinks this would have affected his insurance. That any claim he made wouldn't be paid. Be Wiser said that this wouldn't affect his cover. And I can't see any reason why it would. So, I hope this gives Mr X some peace of mind.

was Mr X insured for all those things he should have been?

Mr X says that he paid for cover for legal services and personal accident but these aren't included on the insurance schedule he was sent.

It seems that Be Wiser wrongly told Mr X that he wasn't covered for personal accident because he hadn't paid in instalments. But, Be Wiser have now clarified that Mr X's policy did include personal accident cover but not personal accident disability cover. Personal accident disability cover was only given to Be Wiser's customers who paid by monthly direct debit. And it was free for three months.

I don't know if Mr X was unhappy because he thought he didn't have personal accident cover or personal accident disability cover. So now Be Wiser have confirmed he had personal accident cover, Mr X's complaint on this point may be resolved.

But, it may be that Mr X is actually unhappy that he didn't have personal accident disability cover. Whilst I can understand that it might be frustrating to not have this cover simply because of how he paid for his insurance, this is a commercial decision that has been made by Be Wiser about who they are prepared to offer this benefit to. As such, I wouldn't interfere with their decision. That said, I can look at whether it was made clear to Mr X that he would only get three months personal accident disability cover free, if he paid in instalments.

Be Wiser are unable to show me what information Mr X was given online at the time of sale. So, it's possible that it wasn't made clear that he'd only get this benefit if he paid in instalments. But, I don't think Mr X would have acted differently if this had been made clear to him. If he would have paid in instalments to get this cover, I still don't think Mr X is worse off. This is because I can't see that he would have needed to make a claim under the personal accident disability cover. And he might be relieved that he didn't pay for cover that he didn't need (after the three month free period ended, he'd be expected to pay for this cover if he wanted it to continue).

Be Wiser have explained to Mr X that he did have some legal services cover as it is part of what was offered as uninsured loss recovery. In their email to him in May 2013, they list what this covers. From what Be Wiser have said, it seems that Mr X did have the cover he wanted and thought he had even though it wasn't listed in his insurance schedule. And I've no reason to think what they've told him is incorrect.

Mr X's request for details about his no claims discount

Mr X asked Be Wiser to send him information about his no claims discount before his year's insurance had ended. Be Wiser offered to send him details of his no claims discount to date provided no claims were made but, I understand Mr X didn't want them to do this. I can see that they sent him details of his no claims discount in April 2014 - after his year's insurance had ended. Because it was possible Mr X would have needed to make a claim between making his request and his insurance ending, had Be Wiser given this information sooner, it may not have been correct. So, I think Be Wiser responded to his request appropriately.

how his complaint was investigated by Be Wiser

Mr X has raised a number of points about the way Be Wiser have dealt with and investigated his complaint. I think they acted fairly and reasonably in the way they looked into his complaint and investigated it. In reaching this view, I considered everything Mr X said. And in particular, the following points he made.

Mr X says that he called and emailed Be Wiser with his complaint but they then told us that they didn't have a complaint registered for him. Although I can see that Mr X did call them and email them – I can also see that they responded to Mr X. So, I don't think Be Wiser were ignoring Mr X or refusing to log his complaint. If anything it looks like there was a misunderstanding.

When it became clear to Be Wiser that Mr X was raising a complaint and wasn't happy with the response he'd received from them, they tried to speak to him. But he put them on hold and then the line disconnected. By the time he called them back, Mr X had already made his complaint to us.

Mr X has also complained about Be Wiser's failure to send him details of the people who've been involved in his customer file. And the investigation of his complaint. Be Wiser responded to Mr X's complaint with information but Mr X asked for more. He asked for the "who, what, when and why" of events that Be Wiser had referred to. Whilst Mr X might want

to get to the bottom of something and want to know who is to blame, the information he's asking for isn't always helpful. I think the timeline of events and people involved in those events that Be Wiser have already sent Mr X was sufficient for his purposes. Where we thought Be Wiser needed to provide further information we've asked for this as part of our investigation into his complaint – for example the recordings of his telephone calls with them. They've not been able to provide all of these. But they've given a reasonable explanation that doesn't suggest any wrong doing. And those call recordings that they've provided do confirm what they've told us.

Although Mr X didn't have an insurance schedule with the correct address on it for some time, the first time he seems to have contacted Be Wiser about this (after telling them about his change in address) is at the end of March 2014. So, it doesn't seem that this caused him much distress. Also, not having recorded his correct address didn't stop Be Wiser contacting Mr X. They did so by text and email.

So, I think Be Wiser have dealt with Mr X's complaint and requests fairly and reasonably. They accept that they didn't amend his address when they should have done. But I think Be Wiser's refund of the £25 fee he paid to change his address was fair and covers any distress Mr X may have been caused by this.

summary

So, I don't intend to uphold Mr X's complaint and don't require Be Wiser to do anything. It's possible that Be Wiser didn't make some things as clear as they could have done. But I think Mr X would still have bought this policy if he'd known about Be Wiser's fee. So I don't think he should be refunded the difference. Also, I don't think Mr X would have done anything differently if he'd known he wasn't covered for personal accident disability cover. Even if he would, I can't see that he's lost out by not having this cover. And I hope Mr X feels reassured because it seems that he did have legal services cover as he thought he did.

Even if Mr X's insurance schedule was wrong (apart from his address that changed, I can't see what was incorrect) I can't see how it would have affected his insurance cover.

I understand that Mr X had a number of concerns over how his enquires and complaints were handled by Be Wiser. But, I think they acted fairly and reasonably in how they responded to him. So, I don't agree that he should be paid any more compensation for this. And I think Mr X should contact Be Wiser so he can tell them where to pay his £25 to.

my provisional decision

My provisional decision is that I don't uphold Mr X's complaint against Be Wiser Insurance Services Ltd and don't require them to do anything.

Lisa Wright
ombudsman