

complaint

Mr K complains that Be Wiser Insurance Services Ltd ('Be Wiser') has not provided him with appropriate compensation after it did not charge him the premium price that he had agreed when he telephoned to apply for insurance.

our initial conclusions

The adjudicator initially considered that Be Wiser's offer of £30 compensation was fair, in addition to reducing the premium to the figure that was agreed on the telephone and protecting his no claims discount at no additional cost.

However, she was persuaded by a further submission from Mr K that Be Wiser had in fact offered £100 compensation as opposed to £30 and was of the view that it was unfair to retract that offer. Be Wiser did not agree that it had offered £100 and asked that the matter be referred to me for a final decision.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr K and Be Wiser have provided.

What is clear from the telephone conversations between the parties is that Be Wiser increased its offer of compensation to £60 during a conversation with Mr K (even though it maintained it had only offered £30). As Mr K remained unhappy the Be Wiser member of staff agreed to call him back as he was unable to authorise a higher compensation figure.

It is unfortunate that the further call updating the position is not available. However, I am persuaded, on the balance of probabilities, that a further call must have taken place and I am satisfied, without any evidence to refute his position, that Mr K was told that he would be given £100 compensation.

It is my final decision that I uphold this complaint and I require Be Wiser Insurance Services Ltd to pay Mr K £100 compensation.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr K either to accept or reject my decision, in writing, before 4 June 2013.

Colin Keegan

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.