

complaint

Mr E complains that Be Wiser Insurance Services Ltd wrongly cancelled his motor insurance policy.

background

Mr E bought the policy online and paid the full premium. Be Wiser sent him a letter that day saying the policy would be cancelled in seven days if he didn't contact it. Mr E says he rang Be Wiser the next day. He was told he need do nothing, but the policy was then cancelled.

Our adjudicator thought Be Wiser should have made a request for any information it needed before sending a letter about cancellation. He noted that Mr E could show he'd called Be Wiser when he'd said he had. He thought it should return the extra £65.10 Mr E was charged after Be Wiser set up a new policy for him, plus interest.

Be Wiser didn't agree. It said it had tried to contact Mr E without success several times prior to cancelling the policy. It asked for a review of the complaint by an ombudsman.

my findings

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

I agree it might have been preferable for Be Wiser to ask Mr E to make contact or provide information to it before it mentioned cancellation. But the main point is whether Mr E responded to Be Wiser's request. Mr E can show he made a call to it when he said he did. He was confident from the outset that when Be Wiser listened to the call recording, it would confirm he'd been told he need to nothing further. It seems Be Wiser doesn't have a recording of the call, or a note of it, but that's not Mr E's fault.

Be Wiser's shown it made several attempts to contact Mr E after he'd contacted to it, which indicates it wasn't aware of his call. Be Wiser didn't or wasn't able to leave messages. Mr E says he didn't carry his phone around and he had no reason to expect a call from Be Wiser. That seems reasonable enough to me. After the cancellation, Mr E set up another policy through Be Wiser. It seems there was no problem with any of his details. Be Wiser hasn't shown that there was any reason why Mr E wouldn't have responded to its letter, and the only available evidence we have shows that he did.

I can only base my decision on the information to hand. I think it's more likely than not that when Mr E contacted Be Wiser he was told everything was in order. It isn't possible to say what happened after that, but I don't think there's anything to show Mr E was to blame for the cancellation. Be Wiser says it hasn't recorded the cancellation on databases. It says it will give Mr E a letter should he need it for other insurers so his premiums won't be affected. I think what it's done so far is fair and was done to assist Mr E. But he had to pay an additional £65.10 when he took out the later policy. As I don't think Be Wiser can show Mr E was at fault, I think it would be fair and reasonable for it to return that sum to him, with interest.

my final decision

My final decision is that I uphold this complaint. I require Be Wiser Insurance Services Ltd to pay Mr E £65.10. It should add interest at the simple yearly rate of 8%, from the date he made the payment to the date of settlement.

HM Revenue & Customs requires Be Wiser Insurance Services Ltd to take off tax from the interest. It must give Mr E a certificate to show how much is taken off if he asks for one.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 8 March 2016.

Susan Ewins
ombudsman