

complaint

Ms D says Be Wiser Insurance Services Ltd provided her with poor service when she bought a motor insurance policy through it.

background

Ms D rang Be Wiser on 7 December 2016. She said her current insurance policy was to be cancelled in three days' time as her current insurer or broker said she hadn't disclosed a speeding endorsement. She accepted a quote from Be Wiser and said she wanted the new policy to start the following day. Ms D said she'd be calling her current broker – either that same evening or the next morning – to cancel the current policy.

Be Wiser called the other broker to verify Ms D's no claims discount. It found the old policy had been cancelled by the first insurer on 7 December 2016 due to non-disclosure. Be Wiser issued a seven-day notice of cancellation on the new policy because of the first cancellation. Ms D found that getting insurance cover with *two* cancellations on her record was very expensive. She said Be Wiser was to blame, as she'd told it about the first cancellation. Ms D also complained about the number of calls she'd had to make to Be Wiser, the lack of calls from it and the attitude of its advisors.

Our adjudicator agreed with Ms D that she'd made Be Wiser aware of the old policy's cancellation. He noted that she'd been charged for time on cover plus a cancellation charge. He said the charge should be refunded and the record of the cancellation should be removed. He thought Be Wiser should pay Ms D £300 compensation. He didn't agree with Ms D that Be Wiser should pay the whole of the premium for her current insurance policy.

Be Wiser said that if what Ms D told it in the initial call was correct, the *other* broker or insurer may have made an error. Ms D said the old policy wasn't going to be cancelled until 10 December 2016, yet it was cancelled three days before that date. Be Wiser later called the new insurer. The insurer agreed to change the record of the second cancellation to one that was done at Ms D's request. Be Wiser asked for a review of Ms D's complaint.

I thought that when Ms D made the initial call to Be Wiser, she explained all about her driving history. She set out how the upcoming cancellation had arisen. But she didn't say the policy had been cancelled. She said *she* was going to cancel it that evening or the next morning. She said the current insurer didn't plan to cancel it until 10 December 2016.

I could see why Be Wiser's advisor ("J") thought she didn't have a cancellation on her record – and wouldn't have one at the time the new policy started the next day. That view was based on what Ms D said to him. She was entitled to cancel the old policy herself without it being held against her by other insurers. I thought it looked as though the other broker or the old insurer cancelled the policy earlier than expected. Be Wiser wasn't to blame for that. So I didn't think it acted unfairly in charging Ms D for time on cover, plus a standard cancellation fee. That's because what actually happened was that Ms D *didn't* cancel the first policy.

We asked Be Wiser for a record of the calls Ms D made to it and the ones it made to her. There was some confusion between the parties about the dates. I thought that was caused by the fact that 2 January 2017 was a bank holiday. On 3 January 2016 Be Wiser called Ms D first, but it got no response. She called it four times and spent around 50 minutes altogether on the phone. Be Wiser made a second call to her later that day.

On 4 January 2017 Ms D called Be Wiser. It looked as though she was on the phone for about half an hour. She got a call back later that lasted around three minutes. Ms D said the number and the length of calls caused problems for her at work. But it looked as though three of the calls on the first day were made when she was on her way home from work. Ms D said she left around 4 pm and they were around or after that time. There were two calls on 6 January 2017 – one to Be Wiser and one from it. The longest call seems to have taken around 16 minutes – but it was made when Ms D was on her way home.

I thought Ms D had to spend a fair amount of time speaking to Be Wiser. As she was at work, some of the calls would have been in work time. But I didn't think Be Wiser could be blamed for that. It didn't cause the situation Ms D had to deal with on the phone.

Overall, I didn't think I could say the number of calls was excessive in the circumstances. And I didn't think there was evidence of a poor attitude from advisors. It seems some calls became heated. Ms D accepted she'd raised her voice. From the records, it looked as though she put the phone down on one or two advisors as well. But that isn't evidence of rudeness on their part. We had a copy of one short call between Ms D and an advisor she thought was very unhelpful ("M"). There was nothing in it to show he was hard to deal with. Unfortunately, as the first call with him couldn't be found, I was unable to comment on it.

I thought Be Wiser's intervention with the new insurer meant Ms D only had *one* cancellation by an insurer on her record. And Be Wiser wasn't to blame for that cancellation. I didn't think it had acted unreasonably, so I wasn't minded to uphold Ms D's complaint.

I asked the parties to comment on my provisional findings. Be Wiser accepted them. Ms D thought I hadn't taken notice of anything she'd said or written. She referred to her first call with J. She said she told him her insurer was cancelling her policy and that there was a dispute with it over how many points she had on her licence. She considered J was incompetent and that this was what led to higher premiums for her. She thought had we listened to the call, we would have agreed with her. Ms D also referred to the 'shocking lies' set out in a letter to her from Be Wiser's director. And she repeated that in the first call with M, he quoted a hugely excessive price for cover. Had he ever offered a policy for £1,150 – as Be Wiser's suggested – Ms D would have stayed with it, but he didn't.

my findings

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

First of all, I can assure Ms D that I've read everything she's sent to this service. And I also listened to the call between her and J.

I think that call was the most important one between Be Wiser and Ms D. The major point within it is that Ms D told J *she* would be cancelling the policy, not the broker or insurer. J had no reason to think there was a cancellation on her record. Had Ms D actually cancelled the first policy, there would never have been a second cancellation.

I don't think there's any evidence at all that J was incompetent. I think he handled the call in a very professional manner. He relied on what Ms D told him. It seems the other broker or the other insurer cancelled the policy before the date they said they would. That's what seems to have led to the unfortunate situation Ms D found herself in. But that isn't Be Wiser's fault. It's a matter for the other broker or insurer to address.

I've reviewed the letter from Be Wiser's director that Ms D's mentioned. I think the director simply set out Be Wiser's position. In a contentious situation such as this, Ms D was bound to take exception to anything that didn't reflect her own view of the situation. That doesn't mean the director deliberately set out to mislead (although I think one of the points she made about the quotes offered by Be Wiser was wrong).

I think it's very unfortunate that Be Wiser doesn't have all the recordings of telephone conversations with Ms D. I think the most relevant missing call is the one she had with M about quotes for a new policy. I can't comment on the call, as the recording isn't available. M *initially* guessed what it might be. I can see why Ms D was so shocked by that, as it seems his estimate was hugely out of line with reality. But M then sought accurate quotes.

We have a copy of the second call from M to Ms D. He made an error in telling her it would cost £50 rather than £10 for a call recording. But as Ms D didn't pay for the call recording, I don't think she was prejudiced by his error. The lowest quote M offered Ms D was £1,400, so Be Wiser's director was mistaken in saying he offered a quote of £1,150. That was the quote from another insurer which Ms D mentioned during the call. But M could only offer Ms D the best quote he could find, so I don't think that was another error on his part.

It's clear from Be Wiser's notes that several calls between Ms D and Be Wiser became heated. That would have been very unpleasant for all the parties concerned. I'm sure Ms D genuinely thought Be Wiser's advisors weren't helpful. But I don't think there's any evidence available to me to show that they were rude.

Based on the information I've seen, I remain of the view that Be Wiser acted reasonably, so I can't uphold Ms D's 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 Ms D to accept or reject my decision before 20 July 2017.

Susan Ewins
ombudsman