

## **complaint**

Ms U has complained that Be Wiser Insurance Services Ltd didn't provide her with the high street shopping voucher that it promised her when she took out her car insurance.

## **background**

Ms U took out the policy over the phone. She says she was offered a birthday voucher – to the value of her age – that could be used at high street stores. But when she received the £42 voucher a couple of days before her birthday, it was for use against any other Be Wiser product. If Ms U chose to use it to renew her existing policy, the value would be halved to £21.

Be Wiser couldn't find the phone call in which Ms U took out the policy. But to resolve her complaint it offered her a £20 M&S voucher and a refund of £21 on her existing policy. It also said she could still use the original birthday voucher for a discount against other Be Wiser products or on the renewal cost.

Our adjudicator upheld Ms U's complaint. In the absence of the call recording, she thought that Ms U's account of what was offered was probably accurate. She thought that Be Wiser should give Ms U a high street voucher for £42 and an additional payment of £50 for distress and inconvenience. If it wasn't able to give her a high street voucher for £42 then it should just give Ms U £92.

Be Wiser disagrees and so the complaint has been passed to me for a 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.

Be Wiser has said that Ms U can't have been offered a high street shopping voucher because it has never offered this. It has provided a copy of the script that advisers are supposed to follow when telling people about the birthday voucher. This clearly states that it is for use against other Be Wiser products or against the renewal cost.

Ms U seems to have a very clear recollection of what was said during the sales call. She says that she is financially savvy and that she'd looked around for insurance. Be Wiser wasn't quite the cheapest, but with the £42 shopping voucher this brought it more in line with the cost of alternative policies, and so she decided to go with it. She says that she remembers the call because she asked what shops she could use the voucher in. The adviser didn't know but thought that the voucher came with a list of participating shops.

When Ms U received the voucher and saw that it was only for use towards Be Wiser products, she immediately rang to complain. She asked for a transcript of the original call in support of her complaint. But as I've already said, Be Wiser hasn't been able to find this.

I accept that Be Wiser doesn't normally offer a high street voucher. So it seems odd that the adviser should have done so in this case. But I find Ms U's testimony very compelling. She seems very sure about what she was told. And when the promised voucher didn't transpire, Ms U immediately rang to complain. And when she asked for a copy of the call transcript,

she must have been confident that it would show she had indeed been offered high street vouchers.

So on balance I think that Ms U was led to believe that she would receive a voucher for £42, just before her birthday, that she could use in a number of high street stores. It follows that I uphold Ms U's complaint.

**my final decision**

My decision is that I uphold Ms U's complaint.

Be Wiser Insurance Services Ltd should give Ms U a high street voucher for £42 plus a payment of £50, If it is unable to provide a high street voucher, it should just make a payment of £92 to Ms U.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms U to accept or reject my decision before 29 December 2015.

Carole Clark  
**ombudsman**