

## **complaint**

Mr K complains that Be Wiser Insurance Services Ltd automatically renewed his motor insurance policy, and took the first premium from his account, when he had told it he didn't want automatic renewal to apply.

## **background**

Mr K had a motor insurance policy with Be Wiser Insurance which was due for renewal in May 2016. He didn't want this to auto-renew, but wanted to research the market before deciding what insurance to take. He says he phoned Be Wiser Insurance a couple of times before renewal to make this clear, and was told a note would be made on his file.

After being offered a better price by a Be Wiser Insurance representative, Mr K decided to renew with it. However he found two premiums had been taken from his bank account – one for the automatic renewal which had in fact proceeded and the second for the new policy he had agreed to. He was then told he would be charged for cancelling the policy which had been automatically renewed.

In June 2016 Mr K complained to Be Wiser Insurance. He wasn't happy with its response so complained again in July 2016. Be Wiser Insurance responded in August 2016 to say that it had no record of Mr K phoning to stop the automatic renewal.

It had mentioned in the renewal correspondence in May 2016 that the policy would be automatically renewed. When Mr K responded by email, it told him it needed verbal confirmation to stop the renewal process. It hadn't heard from him in response to this so the policy was automatically renewed.

Be Wiser Insurance refunded the premium charged on automatic renewal, and offered Mr K £10 of shopping vouchers. It also waived the cancellation charges on the automatically renewed policy. Mr K declined the vouchers and complained to us.

Our adjudicator didn't recommend that this complaint should be upheld. He said Be Wiser Insurance made it clear that if Mr K didn't want automatic renewal to apply, he had to confirm this verbally. Because of the legal requirement for motor insurance, and the risk if an insurer mistakenly accepted an email telling it not to renew, it was reasonable for an insurer to require verbal confirmation of this.

Mr K said he had phoned Be Wiser Insurance to do so. But this wasn't reflected in the contact notes of Be Wiser Insurance. So on the evidence available he couldn't say that Mr K had spoken to Be Wiser Insurance about stopping automatic renewal.

Because of this, he didn't think Be Wiser Insurance had acted unreasonably in automatically renewing Mr K's policy and taking the first premium from his account. When it became clear there were two policies in existence, it quickly refunded this premium and waived any cancellation fees. He also thought Be Wiser Insurance had responded to Mr K's complaint within a reasonable period.

Mr K responded to say, in summary, that he had spoken by phone with Be Wiser Insurance to tell it that he didn't wish automatic renewal to proceed. It was difficult for him as a consumer to prove this as he didn't record phone calls. But he would try to obtain a record

from his phone company of his phone calls at the relevant time to show he had been in touch with Be Wiser Insurance. However Mr K has not produced any such records.

### **my findings**

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

It is clear that Be Wiser Insurance told Mr K that his policy would be automatically renewed unless he confirmed verbally to it that he didn't wish this to apply. He says he told it by phone. But Be Wiser Insurance's records don't mention any such call. And Mr K hasn't been able to produce anything to support his contention.

So on the evidence available, I can't say that Mr K did what Be Wiser Insurance required to stop automatic renewal. I think it has acted reasonably in the circumstances, both in the way it dealt with the renewal and in the way it handled Mr K's subsequent complaint. I don't think it would be reasonable for me to require it to do anything more.

### **my final decision**

My decision is that I don't uphold this complaint, and make no order against Be Wiser Insurance Services Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 2 June 2017.

Lennox Towers  
**ombudsman**