

complaint

Mr R and Miss R have complained about charges Be Wiser Insurance Services Ltd applied when they cancelled their motor insurance policy.

Mr R was a named driver on Miss R's policy. But as Mr R has taken the lead in bringing this complaint his comments and actions should be read as being in respect of both himself and Miss R.

background

Be Wiser sold Miss R and Mr R a policy. Around four months later, after Miss R passed her driving test, Mr R told Be Wiser he wanted to cancel the policy. Be Wiser did so but told Mr R there was an outstanding balance owing of around £160. Mr R complained. Be Wiser didn't think it had done anything wrong but, as a gesture of goodwill, reduced the balance outstanding to £124.

Mr R didn't think that went far enough and brought his complaint to us. One of our investigator looked into Mr R's complaint. He thought Be Wiser had dealt with Mr R fairly. Mr R didn't agree so the complaint's been passed to me to decide.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so I'm not going to uphold it.

In bringing this complaint Mr R's made a number of points. But in this decision I will focus on what I see as being the key points following our investigator's assessment.

It might help if I explain that Be Wiser is a broker, that means it sells policies and may help with their administration but it doesn't underwrite the insurance cover itself, which is provided by a different business, the insurer. And when Mr R cancelled the policy the insurer charged Mr R a fee for the time the policy was in place. And as the insurer is a separate business the charge for time on cover isn't something Be Wiser has control over. So I've only looked at whether or not the charges that Be Wiser applied for its own service were fair.

Mr R said that that he took out the policy on the basis that it could be cancelled at any time subject to charge of £25. But I think he's mistaken. Be Wiser can't locate a copy of the actual call recording in which it discussed the sale of the policy but its provided us with a copy of the script its staff follow when selling policies. That script says that if Mr R cancelled the policy after 14 days a £100 cancellation charge would apply. So I think it's likely that Be Wiser would have followed this script when selling the policy and would have told Mr R about the cancellation charge then.

But even if that didn't happen I've seen that Be Wiser sent Mr R an email confirming its quote before he took out the policy on 15 January 2019. Mr R forwarded that email to us. When he did so he said:

"I have also attached the original email from Be Wiser which clearly shows that no attachments were attached."

But the email he's forwarded to us does have an attachment, which is a quotation letter. And that letter includes Be Wiser's terms and conditions which show the charges it applies on policy cancellation. It's possible that Mr R wasn't able to open the attachment. But that's not the same as Be Wiser not attaching it. And if Mr R couldn't open it then he could have contacted Be Wiser and asked it to send the attachment again. But he didn't do so and instead went ahead and bought the policy. After he'd done so Be Wiser sent Mr R another email later that day. That email also had an attachment which included Be Wiser's terms of business again setting out the fees payable on cancellation. Mr R's again said that the email he received didn't have an attachment. But Be Wiser's system shows that it was attached. And in any event Be Wiser wrote to Mr R two days later to confirm that he'd received the relevant policy documents. And if he still hadn't received them then this would have been another opportunity for him to contact it and make sure he had received them. But he didn't do so. And if he'd read Be Wiser's terms of business and wasn't happy with those he could have cancelled the policy within its fourteen day cooling off period. But he didn't do so.

Having considered all the available evidence I'm satisfied that Be Wiser did enough to bring its charges to Mr R's attention before he bought the policy, even if he didn't actually read those. So I think it was fair that it applied those when he cancelled the policy.

my final decision

For the reasons set out above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R and Miss R to accept or reject my decision before 28 August 2020.

Joe Scott
ombudsman