

complaint

Mrs K has complained that Be Wisser Insurance Services Ltd didn't make it clear that her motorcycle helmet policy didn't cover her for accidents outside of the UK.

background

Mrs K bought a motorcycle policy that included a free helmet and leathers policy. When she had an accident abroad she wasn't able to claim for the damage to her helmet because her policy only covered her for accidents in the UK.

Mrs K didn't think Be Wisser had made this clear when she bought her policy. She said she rode in Europe at least once a year and so wanted her policies to cover that.

I issued a provisional decision on Mrs K's complaint on 22 February 2017 where I explained what Be Wisser needed to do to put things right.

I said Be Wisser advertised free helmet and leathers cover with its motorcycle policies. Be Wisser said it's a free add-on to the motorcycle policy and as such it was up to Mrs K to make sure it met her needs. I said Mrs K bought her policy on a non-advised basis, which meant she didn't take advice from Be Wisser on the suitability of the policies.

I said the summary letter Be Wisser sent to Mrs K only mentioned one insurer and in the same section showed "**Helmet and Leathers Free**". I said that letter didn't make it clear that the policies were provided by separate insurers and included different levels of cover.

Be Wisser said Mrs K should have checked each of the policies to make sure they all met her needs. While I accepted the summary document for the helmet and leathers policy said cover was only provided in the UK, I said the rest of the letter didn't make clear the helmet and leathers cover was a separate policy. So, I said it wasn't fair to say Mrs K should have known to have read all the summary documents for each policy.

I said Mrs K phoned Be Wisser to say she wanted to extend her breakdown cover to include Europe. I said I hadn't heard anything in the call that made me think Mrs K wanted Be Wisser to look at any of the other policies. So I didn't think Be Wisser needed to have looked at the cover her helmet and leathers policy provided based on that phone call.

But I said Mrs K only phoned to ask about breakdown cover because Be Wisser emailed her to ask if she wanted to upgrade it. I said if Be Wisser had made it clear the helmet and leathers policy was separate it's likely Mrs K would have also asked about that level of cover.

I said I was persuaded Mrs K would have bought a different policy if she'd known her helmet wasn't covered as she's said she was unable to ride abroad without a helmet and has now taken out a policy that provides cover.

I said Be Wisser didn't make it clear that Mrs K's helmet wasn't covered and that meant she didn't buy a policy to cover it. So, I said the fair and reasonable outcome in those circumstances is for Be Wisser to put Mrs K back in the position she'd have been in if Be Wisser had made it clear the policies provided different levels of cover. I said that meant it should act as the insurer and pay Mrs K's claim for her helmet.

Mrs K accepted my decision but Be Wiser didn't agree. It said Mrs K should have known from its website that the policies were separate.

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 going to uphold it.

Be Wiser provided me with the link to the website Mrs K visited when buying her policy. It said under the 'please read carefully' section it named the underwriter of the helmet and leathers policy. The same section later provided a link to the helmet and leathers policy. Be Wiser said Mrs K had enough information before buying her policy to know it was separate and so it was her responsibility to make sure it suited her needs.

But I still don't think that's enough to persuade me that Mrs K should have known her policies were separate. While I accept the page mentions the underwriter and provides a link, I don't think it's clear the policies were separate. Only one underwriter is mentioned again so I don't think it's clear there were more than one.

In the 'why choose us?' section it says "**free Helmet and Leathers Cover**" alongside benefits such as "*friendly and experienced staff*". Also, in the 'what's included' section it says "*leather clothing, helmet, boots and gloves covered*". This is listed alongside benefits such as "*No claims bonus discounts*" and "*24/7 free phone claims helpline*". Both the 'what's included' and 'why choose us' sections are above the 'please read carefully' section and in bigger font size.

The summary letter Be Wiser then sent also didn't make things clear. So, overall I think it was reasonable for Mrs K to think everything was included under the same policy.

I think Mrs K would have bought alternative cover if she'd known the helmet and leathers policy didn't cover her outside of the UK. So, I still think the fair and reasonable outcome is for Be Wiser to put Mrs K back in the position she'd have been in if it had made things clear. That means I think it should act as the insurer and pay Mrs K's claim for her helmet in line with the other limits and excesses of her policy.

my final decision

For the reasons set out above I uphold this complaint and require Be Wiser Insurance Services Ltd to act as the insurer and pay Mrs K's claim for her helmet in line with the other limits and excesses of her policy.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 24 April 2017.

Sarann Taylor
ombudsman