

complaint

Mr Y complains that Be Wiser Insurance Services Ltd (his broker) failed to provide him with details of all the terms of his motorcycle insurance policy, leading to financial loss after he made a claim on it.

background

Mr Y says he only ever received a policy schedule and a certificate of insurance and was never sent a policy booklet or details of how to access it. He says he was informed by Be Wiser that he had protected no claims discount (NCD), a guaranteed courtesy motorcycle should he need it, breakdown cover and helmet and leathers cover. On the basis of this information he took out the policy. However, following an accident, Mr Y discovered that the policy did not provide the cover he expected and his NCD was affected.

Our adjudicator did not uphold the complaint. He noted that Mr Y's NCD had been restored. In the adjudicator's view, as Mr Y had used Be Wiser to arrange his insurance from 2010 onwards, he should have contacted it if he did not receive the policy documents at the start or at renewal. There was no evidence that Mr Y had repeatedly requested the policy documents as he had suggested. In the adjudicator's opinion, any limitations on the claim itself were matters to be raised with the insurer.

Mr Y reiterated that he had initially been promised full cover and that he had received no policy documents. As there was no agreement, the complaint was passed to me for review.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

This service is evidence based and we can only review information which is available in order to make judgements about what is most likely to have happened in a particular case.

Mr Y has suggested that, as Be Wiser normally records all its calls, it is convenient that the calls relating to this matter cannot be located. Clearly, it would have been preferable had the calls been available, but I am not able to assume that Be Wiser has deliberately misplaced them. In my opinion, the main issue is whether Mr Y was sent the policy documents, as even if he was given inaccurate information by telephone (and there is no evidence of that) the documents would have given him the opportunity to see what was in place and challenge it if necessary.

From the information provided by Be Wiser it appears that policy documents were issued to Mr Y at inception and renewal. If they were not received, I would have expected Mr Y to have queried that omission from the outset, or at least after renewal, and his recollection is that he did. Be Wiser has now provided details of its record of the calls made by Mr Y from 2010 onwards. From the information provided, Mr Y called Be Wiser on 13 occasions from 2010 until the date of the accident. These calls were about his NCD, the renewal of the policy, a change of vehicle and payment by direct debit. There is no evidence from Be Wiser's records of any call querying a failure to provide the policy documents, and Mr Y has been unable to provide any evidence of that himself.

In the circumstances, I am unable to conclude that Be Wiser failed to provide Mr Y with full details of his policy so that he was unaware of its terms.

my final decision

My final decision is that I do not uphold this complaint.

Susan Ewins
ombudsman