

complaint

Mrs M has complained on behalf of her husband Mr M that Be Wiser Insurance Services Ltd (Be Wiser) did not advise them about the availability of its Vehicle Excess Reimbursement Insurance Policy when she took out a motorcycle insurance policy. She wants it to refund the excess she paid after a fault claim.

background

Mrs M, on Mr M's behalf, took out a motorcycle insurance policy with Be Wiser with an excess of £850. Unfortunately, Mr M was in an incident where the third party left the scene of the accident. The excess was then applicable. When Mrs M later sought to renew her van's insurance with Be Wiser, she found out about the availability of the optional excess protection cover. She said that it should also have been offered to her with her motorcycle insurance policy as she would have paid an additional premium for it.

The adjudicator did not recommend that the complaint should be upheld. She was satisfied that this was a non-advised sale and that Be Wiser was not obliged to explain the availability of optional extra cover. In any event, had it done so, the adjudicator was not persuaded that Mrs M would have accepted it.

Mrs M did not agree with the adjudicator's findings. She felt that Be Wiser should take a consistent approach and offer the excess protection cover on all its sales.

my findings

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

I can understand that Mrs M feels very strongly that Be Wiser should be consistent and treat its customers fairly when it sells its products. She feels that she was not offered the excess protection cover for the motorcycle policy when this would have been useful to her. She is mistrustful of Be Wiser and is frustrated that while it has found records of an initial call she made, it has not found records of a second call when she feels that it gave her incorrect information.

I can see from the records that Mrs M was given clear information about the motorcycle insurance policy's excess at the point of sale and later in the policy documents, and that she accepted the policy with this excess, on Mr M's behalf. There is no dispute that Be Wiser did not offer her excess protection cover in that call. The adjudicator says that as this was a non-advised sale, Be Wiser simply provided the cover Mrs M asked for and that it was not obliged to explain any of the optional extras it could have provided. While I find that technically this may well be the case, I consider, however, that if it was Be Wiser's usual process to offer Vehicle Excess Reimbursement Insurance, and it failed to do so on this occasion, then I would consider whether its failure to follow its usual process had disadvantaged Mrs M.

Be Wiser says that it was not confident with selling this product until its staff had been properly trained. Therefore, it has only been actively selling the excess protection cover since the time when Mrs M called to renew her van's insurance. I find that Be Wiser is entitled to ensure that its staff are appropriately trained before allowing them to sell a

product. I have no reason to doubt this explanation therefore I find that I cannot conclude that it has done anything wrong.

Mrs M disputes the adjudicator's view which was that she would have been unlikely to have opted for the cover if it had been offered with her motorcycle insurance as she did not opt for the cover when it was offered with her van insurance. Mrs M says that she did not take the excess protection cover with her van insurance as she did not then trust Be Wisser. But I find that she only discovered that she may have been given incorrect information by it after the phone call, so I am not persuaded by her account. Consequently I find that I agree with the adjudicator that based on her later decision, she would have been unlikely to have opted for the cover if it had been offered for her motorcycle insurance, and therefore she has not been disadvantaged.

In the absence of a recording of the telephone conversation which took place when Mrs M called Be Wisser to renew her van's insurance, I am unable to comment on whether or not she was given incorrect information regarding the excess protection cover. However, as she did not purchase this cover on Mr M's behalf, I find that he has not suffered any loss because of the information provided.

I realise Mrs M (on behalf of Mr M) will be disappointed with my decision, but I find that I do not consider that Be Wisser has made an error or acted unfairly and I find that I do not require it to reimburse the excess she has paid.

my final decision

For the reasons above, it is my final decision that I do not uphold this complaint and I make no award against Be Wisser Insurance Services Ltd.

Phillip Berechree
ombudsman