

## **The complaint**

Mr D complains that Atlanta 1 Insurance Services Limited (trading as Be Wiser) cancelled his motor insurance policy.

## **What happened**

In October 2022, Mr D took out a motor insurance policy which was arranged by Be Wiser. The policy was cancelled around four weeks later, and Mr D was told he needed to pay an outstanding balance of £161.

Mr D complained to Be Wiser about the cancellation of the policy. He didn't think he should have to pay the outstanding balance and was unhappy that he'd been contacted by a debt collection agency.

Be Wiser said it had cancelled the policy in line with its terms and the outstanding balance was calculated correctly. However, it felt that Mr D could have been dealt with more empathetically over the phone by a member of its staff. It said it would waive the outstanding balance and ask the debt collection agency not to contact Mr D again. It also paid Mr D £50. This was to recognise the distress and inconvenience caused to Mr D.

Mr D remained unhappy and asked our service to consider the matter. Our investigator didn't think his complaint should be upheld. She didn't think Be Wiser was wrong to cancel the policy and appoint a debt collection agency for the balance. She thought Be Wiser's decision to waive outstanding costs and pay Mr D £50 was fair compensation for the service he'd received.

Mr D disagreed with our investigator's outcome. He said Be Wiser had the information it needed to check his licence. He also commented that it hadn't told him there was a cancellation fee and it was waiving charges that didn't exist. So, the complaint has been passed to me to decide.

## **What I've decided – and why**

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've decided not to uphold Mr D's complaint. I'll explain why.

The policy's terms and conditions say:

*"We or your insurance intermediary may cancel this insurance by giving you 7 days' notice in writing to your last known address or email address.... Subject to no non-recoverable claims having been made (or likely to be made), you will be charged on a daily pro rata basis for the time you have had on cover. We only exercise this right if there is a good reason for doing so, including non-payment of premium, not providing documents we request..."*

The telematics supplementary terms and conditions say:

*“Your insurer or Be Wiser may cancel this policy where there is a valid reason for doing so, by sending at least seven days’ written notice to your e-mail address or alternative appropriate durable medium setting out the reason for cancellation...”*

I can see that Be Wiser sent Mr D an email saying that information was outstanding on 4 November 2022. It said it needed to see a copy of the front and back of Mr D’s driving licence. It also needed to see his online driving record. Be Wiser gave Mr D instructions on how to get his driving licence summary. It told him he would see a unique access code which he would need to send to Be Wiser with a photo card copy of his licence. Be Wiser asked Mr D to send this information to it within the next seven days to prevent the cancellation of his policy.

On 8 November, Mr D emailed a copy of the front and back of his photo card driving licence to Be Wiser. He also sent a screenshot of the government website which said the page could not be found and said he would try again. On 11 November, Mr D sent Be Wiser a further email saying he wasn’t having any luck viewing his driver’s information on the website. And on 14 November, he sent a screenshot of the government website showing his driving licence details.

Be Wiser’s records show it sent Mr D an email on 14 November telling him he could obtain a driving licence summary instantly and free of charge from the DVLA by following the instructions provided on their website. Alternatively, he could share his licence information with Be Wiser by providing the last eight digits of his driving licence number along with a “*licence check code*” which could be generated from the same website. Be Wiser said this information needed to be sent before midnight to prevent cancellation of Mr D’s policy.

Be Wiser says Mr D’s policy was cancelled on 16 November because it didn’t receive the driving licence summary.

I appreciate Mr D had some difficulty getting information from the DVLA website. However, he was able to provide a screenshot from it on 14 November. This showed his name, date of birth, gender, address and some licence details. However, there was also a link to “*penalties and disqualification*” and “*get your check code*”. So, I don’t think this showed everything Be Wiser needed to see.

Mr D has commented that Be Wiser could have checked the information itself. But I don’t think it would have been able to do so without being supplied with the check code it had asked for.

I’m satisfied from the above that Mr D’s policy was cancelled in line with the policy’s terms and conditions.

I can see that Be Wiser sent Mr D an email on 28 November warning him that his file would be passed to a debt collection agency if he didn’t pay the outstanding balance on his account. As Mr D doesn’t appear to have paid the balance, I can’t say it was unfair for Be Wiser to have gone ahead and referred the matter to the debt collection agency.

Mr D says Be Wiser didn’t advise him of its £50 cancellation fee. I haven’t been provided with a copy of Be Wiser’s Terms of Business or any other evidence to show it made Mr D aware of this when he took out the policy. However, Be Wiser has waived this fee. So, I’m not persuaded Mr D has lost out in the event that he wasn’t told about it.

Be Wiser has acknowledged that a member of its staff demonstrated a lack of empathy towards Mr D over the phone. However, it’s waived Mr D’s outstanding balance and has paid him £50 compensation. I think this sufficiently recognises any distress and inconvenience he

may have experienced as a result of the poor service he received. So, while I appreciate my answer will be disappointing for Mr D, I don't require Be Wiser to do anything further.

### **My final decision**

For the reasons I've explained, I don't uphold Mr D's complaint.  
Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 25 August 2023.

Anne Muscroft  
**Ombudsman**