

The complaint

Mr W complains Eversure Limited have unfairly charged him for an amendment on his roadside assistance policy.

What happened

On 5 January 2020 Mr W took out a roadside assistance policy with Eversure. In December 2020 Mr W paid to renew his policy on 5 January 2021.

On 7 February 2021 Mr W told Eversure he'd just exchanged his car for a different one and asked them to update their records to show the correct car. Eversure replied, and said they'd done that, and charged Mr W a mid-term adjustment fee of £7.50.

The next day Mr W asked Eversure not to automatically renew his policy when it next ends, as he didn't think charging £7.50 to change the car registration was fair. Mr W also asked what level of cover he had because he didn't think it was clear in the policy terms whether it was silver or platinum cover. Eversure replied and said the fee is part of their standard terms. They added he had platinum cover, and all the details were shown on the documents they'd sent to him.

Mr W asked how can a certificate that quotes two different levels of cover in two different sections of the same certificate not be an error – and he asked for a refund of the £7.50 fee and compensation for pointing out the errors in the certificate.

Eversure replied and said the platinum cover is set out as the cover he has. And in the table, it shows the platinum cover builds on the gold and silver cover they offer. They explained if Mr W wasn't happy with their response, he could now contact us to look into things.

Mr W got in touch with our service and said he thought the certificate seems to contradict itself as it shows all the cover options. He said he didn't raise this initially as he read it and all the other documents and thought he understood them. He added that the Terms of Business document said, regarding policy amendments, the fee for a mid-term adjustment only applied when changing the cover or extending the time of the policy.

One of our investigators considered things but overall felt Eversure had explained things clearly, and that they'd charged the fee fairly.

Mr W didn't agree, saying being charged twice is wrong and changing his registration number is less than seven keystrokes. So, the complaint's 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.

Have Eversure made it clear enough to Mr W what level of cover he had

I've looked at the information provided by Eversure and Mr W to determine this.

The certificate issued on 5 January 2021 has a box on the top right corner which specifically sets out the type of cover Mr W has. And then there's a large table in the main body of it to provide more detail on the different levels of cover.

The box in the top right of Mr W's certificate says it's a platinum policy that he's got. And, in the large table there are headings for silver, gold and platinum cover. And under each one it sets out the type of cover offer for each section. The 'gold' section says it includes everything listed in the silver section – and lists out an extra benefit of this section. And then the platinum section, which is what Mr W had, says it includes everything in the gold section, plus an additional three elements of cover.

Having reviewed things, I'm satisfied this was sufficiently clear for Mr W to know what type of cover he had – so I don't require Eversure to compensate Mr W as he's asked.

Have Eversure charged the mid-term adjustment fee fairly

Mr W has said he understood this only applied if he was changing the level of cover or extending the policy term from reading the Terms of Business. So, I've looked at those to see what they say.

The Terms of Business explain, under the heading of "*Payment for our services*", that they'll charge Mr W for mid-term adjustments and a £7.50 fee. The terms also say "*We reserve the right to collect any balances resulting from any midterm adjustments from the card held on file*".

As the policy had started a month earlier, and Mr W was changing the car registration, it seems reasonable to me that Eversure have charged their mid-term adjustment fee. So, I won't be asking them to repay it.

I've also noted Mr W's comment about being charged twice. But the evidence I've seen shows he's been charged for taking out the policy, and the mid-term adjustment. So, I don't require Eversure to do anything further on this point.

My final decision

For the reasons I've explained above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 24 June 2021.

Jon Pearce
Ombudsman