

## **The complaint**

Mr F complains about the fees charged by Atlanta Insurance Intermediaries Limited, trading as Be Wiser, after his policy was cancelled.

The policy is administered by Be Wiser and it's underwritten by another business, who I'll call U in this decision.

## **What happened**

The details of the claim are well known to both parties, so I won't repeat them again here.

## **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.

This decision focuses on the fees charged by Be Wiser in its capacity as the broker in this matter. Any actions it took to administer the policy were for and on behalf of U and so these have been considered in a separate decision with U.

We generally consider it's fair for a broker to charge for setting up a policy - a range of administrative tasks must be carried out when a policy starts, and these can be increased with a telematics policy. I consider the set-up fee of £125 to be reasonable in light of Be Wise's explanation. I'm also satisfied the terms and conditions for a telematics policy and welcome email which linked to them made clear the amount of the set-up charge and that it isn't refundable on the cancellation of a policy.

Be Wiser states it is also entitled to charge a cancellation fee of £50. We generally think it's fair for a broker *or* an insurer to make a reasonable cancellation charge – but we don't think it's reasonable for the insurer *and* the broker to do so. I haven't seen any evidence more than one cancellation fee has been charged. And Be Wiser's general terms of business have now been provided which state it will charge a £50 cancellation fee in these circumstances. I'm satisfied the general terms and conditions and welcome email which linked to them made clear the cancellation fee due and circumstances in which it was payable.

Taking everything into account, I'm satisfied these fees may be charged by Be Wiser. I say this particularly noting U has been required to discharge any fees due to the broker from Mr F in this matter under a separate decision issued by this Service. I would encourage Be Wiser to act flexibly and pragmatically bearing this in mind in relation to seeking recovery of those fees which are ultimately due to be paid by U.

## **My final decision**

For the reasons set out above, I don't uphold Mr F's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 19 March 2024.

Rebecca Ellis  
**Ombudsman**