

## The complaint

Miss W complains about the fees that her broker Atlanta Insurance Intermediaries Limited applied when it made changes to her motor insurance policy. Miss W is represented in this matter by Mr W, a named driver on her policy.

## What happened

Miss W changed the car on cover on her policy temporarily and then, two weeks later, reverted it to her first car. Atlanta arranged this with her insurer and it increased Miss W's premium and then gave her a partial refund. Miss W found that Atlanta had twice applied a £25 fee for making a mid-term adjustment. She thought this was disproportionate and hadn't been made clear to her.

Our Investigator didn't recommend that the complaint should be upheld. He thought the fee was made clear when Miss W took out her contract with Atlanta and in its communication with her. And he thought the amount charged was fair and reasonable. So he didn't think Atlanta had done anything wrong.

Mr W replied that Miss W hadn't been warned of the fee when they contacted Atlanta to arrange the temporary change of vehicle. He thought the fee was unfairly applied.

## 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.

I can understand that Miss W and Mr W feel frustrated that they had to pay £50 in total for the temporary change of car on cover whilst Miss W's car was being repaired. Our approach in cases like this is to consider whether the broker's acted in line with the terms of business and fairly and reasonably.

I can see that there was some confusion when Mr W first wanted an explanation of the partial refund he received from the insurer. It later explained its charges for Miss W's time on cover in the different car and said that Atlanta had also made charges. But Atlanta hadn't provided a breakdown of its charges or an explanation for them.

I've looked at the Terms of Business Atlanta sent to Miss W when she first took out her policy. Section 11 sets out the fees and charges including a fee of "Up to £25" *"If a Mid Term Adjustment is made on the policy"*. I think it was for Miss W to read her policy details. And I think making a charge for a mid-term adjustment is usual in the industry and £25 is a reasonable amount as Atlanta would have to make the change, issue documents and advise the insurer.

Atlanta provided the two mid-term adjustment schedules that were sent to Miss W after each change. Both clearly state its fee of £25.

Mr W said the fee wasn't explained when he called to make the changes. I agree that this would have been good practice. And all I can see from Atlanta's file is that in the calls it quoted Mr W for the total costs of the changes, including the insurer's charge and its later refund for the time on risk.

But I think the fees were made clear to Miss W when she took out her policy and when she made her changes. And so I'm satisfied that this fulfils Atlanta's responsibility to provide "clear, fair and not misleading information" to policyholders.

Mr W also thought it was unfair to charge twice for the changes as the second car was only on cover for 18 days. But I disagree. I think Atlanta still had to make the changes on each occasion. And it wasn't to know how long the change would last, or if it would end. So I can't say that applying the charge twice was unfair.

So I think Atlanta has acted in keeping with its Terms of Business and fairly and reasonably. And so I can't say it's done anything wrong or needs to pay Miss W any refund or compensation.

### **My final decision**

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 31 December 2024.

Phillip Berechree  
**Ombudsman**