

## **complaint**

Mr C is unhappy Endsleigh Insurance Services Ltd (Endsleigh) charged him a £30 administration fee, for altering some details on his motor insurance policy.

## **background**

Mr C has explained that he bought a car – and purchased his motor insurance on the same day. And he said that he provided the car's registration number at this time.

Following this, Mr C contacted Endsleigh, to ask it to change the registration number noted on the policy. This was because he had a private number plate he was going to be using on the vehicle. At this point, Endsleigh charged Mr C a £30 administration fee.

Mr C feels this is unfair. He's said he's changed details on previous insurance policies before – without incurring any charge. And he feels the insurance market should be consistent in whether it charges these fees or not. Mr C's also explained he wasn't able to detail his private number plate on the policy when he originally took it out – because he didn't have the car's registration documents back from the DVLA at that time.

Endsleigh said it was entitled to charge a fee for the administration of the policy, as long as these charges were made clear when the policy was purchased. And it said it thought it had done this in Mr C's case.

Our investigator didn't uphold this complaint. She thought the fees Endsleigh would charge were made clear to Mr C when he took out the policy. And she said because these fees were in the terms and conditions of the policy, she couldn't ask Endsleigh to do anything more.

Mr C disagreed with our investigator's findings. So, the complaint has been given to me to decide.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

On looking at the information provided, I'm not upholding this complaint. I appreciate this is likely to be disappointing for Mr C. But, I've explained the reasons for my decision below.

Mr C feels Endsleigh has acted unfairly by charging him to change the registration number listed on his policy. So, I've needed to think about whether Endsleigh's actions were reasonable or not.

It's not unusual for an insurance intermediary to charge fees for the administration of an insurance policy. But, these need to be made clear to any potential policyholder at the time the policy was sold. And they need to be detailed in the policy documentation.

I've looked carefully at what happened when Mr C bought his policy. I understand Mr C purchased his policy online, through an aggregator website. Endsleigh said it made it clear to Mr C at this point that there were fees for changing details on the policy. And it's provided

me with screenshots, it says show what Mr C would've seen when he was viewing the quote provided through it.

I've looked carefully at these. And, I can see the webpage for the quotation provided a number of details relevant to the policy. This included a section called '*Policy fees.*' This provided details of charges that could be incurred. I'm aware that under this section, it was noted that an '*adjustment fee*' of £30 could be charged, alongside other fees applicable to the policy. And this section highlighted that policyholders should check the policy documentation for full details of all charges. So, I think it was made clear to Mr C at the outset that there was a charge for adjusting information on his policy.

I've also reviewed Mr C's policy documents. And I can see the policy summary does have a section called '*fees, charges and cancellation.*' Under this section there's a further subheading called '*Mid-Term Administration Fee*'. This explains the following;

*'If you make any changes to your motor insurance policy or request a set of replacement documents an administration fee of £30.00 will be charged each time.'*

After looking at the quotation, the screenshots provided to me show Mr C would've needed to tick two boxes. One to confirm he'd read and agreed with the terms, conditions and assumptions in the policy summary. And another to say he'd reviewed and accepted the fees and charges relating to the policy. So, I think sufficient opportunity was provided to Mr C to take note of the charges applicable.

Given the above, I'm satisfied the charges are detailed in Mr C's policy, and were made clear to him. And Endsleigh did have to carry out the administrative task of changing his policy. So, I don't think it acted incorrectly in charging the adjustment fee, when Mr C wanted to make a change to his policy.

Mr C has said he would always have needed to make a change on his policy, because he had to wait for documents from the DVLA, before registering his private number plate. I do appreciate this makes the situation difficult for Mr C. But, it was clear the policy attached a charge for adjustments, and if Mr C has concerns in relation to this, he could've contacted Endsleigh before buying the policy to explain his situation. So, I don't think it would be fair to ask Endsleigh to waive the fee it charges in this case.

Mr C has said he feels any fees charged should be consistent throughout the insurance market. And he's highlighted that he hadn't been charged a fee for making changes to his insurance policies before. I've noted what Mr C has said here. But, I can't assess whether this should be the case. This is because this service doesn't regulate the financial services industry. We look at each individual complaint, and make a decision as to what is fair in the circumstances. And, I do think Endsleigh has acted fairly here.

### **my final decision**

For the reasons above, I don't uphold this complaint. So, I don't require Endsleigh to do anything more.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 19 March 2018.

Rachel Woods  
**ombudsman**