

The complaint

Mr H complains that Bennetts Motorcycling Services Limited charged him an excessive fee and provided poor service when he changed his policy address.

What happened

Mr H held a motorcycle insurance policy that was administered by Bennetts. In July 2023, Mr H changed his policy address and Bennetts charged him £32.81, which included a £32 administration fee.

Mr H paid this but felt it was excessive, so he complained by email. When he didn't hear back, he chased Bennetts in early August. Bennetts found that Mr H's email didn't arrive because it was sent to an incorrect address. So Mr H complained again about the fee and about being kept on hold for a long time and being given an incorrect email address.

Bennetts looked into Mr H's concerns and issued their final response. They said the fee was made clear in their documents and they explained what costs it covered. They also said they'd listened to the calls and couldn't confirm whether any incorrect information was given because their recording ended abruptly. Bennetts did acknowledge that they'd placed Mr H on hold for a long time and apologised for this.

Mr H referred his complaint to the Financial Ombudsman.

Our investigator looked into the matter and thought the fee was clearly set out and didn't think it was unfair or disproportionate. He recognised that the service would've been frustrating, but he didn't think financial compensation was due.

Mr H didn't agree. He said Bennetts had charged him much more than his other insurers. He also felt it was appalling for Bennetts to place him on hold for such a long time, and he says he wouldn't have used an email address that he knew didn't exist.

So, Mr H's 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'm not upholding the complaint for broadly the same reasons as our investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

When considering complaints about administration charges, we consider whether the charge was brought to the customer's attention and whether it was proportionate to the activity being carried out.

I've reviewed Bennetts' terms of business that were provided to Mr H at the point of sale, and I can see they said that,

"Policy amendments are subject to a policy amendment fee of £32.00."

So, I'm satisfied the fee was clearly set out. And as Mr H was amending his policy by updating his address, I'm satisfied Bennetts were entitled to charge the fee in line with their terms.

Mr H says the fee was excessive relative to his annual premium and the amount of work Bennetts needed to do. Bennetts say their fee isn't based on a customer's annual premium and is instead to cover their business costs. They say this includes generating and sending new documentation, updating the insurer and updating relevant databases. I'm satisfied the fee was proportionate to the work Bennetts carried out and I don't consider it unfair or excessive. I also think it was fair for Bennetts base their fee on the amount of work they were carrying out and not on Mr H's premium. I can't consider the fees Mr H's other insurers may have charged. So, as I think the fee is fair, I won't be asking Bennetts to waive it.

Regarding the email address for Bennetts' complaints department, Mr H says Bennetts gave him this during his call in July. Bennetts admit their call recording isn't complete so they can't confirm whether this happened. But they say Mr H said in his second call that he found the address in his documents. Bennetts haven't been able to find this in the documents they've looked at.

When a customer raises a complaint, the financial business usually has eight weeks to respond under the regulator's rules. And Bennetts say they aim to respond to complaints within 30 days. Mr H says he emailed Bennetts after his first call on 19 July 2023. I've seen a copy of Bennetts' final response, dated 9 August 2023, and Bennetts have shown me that this was emailed to Mr H on 11 August 2023. I appreciate Mr H may not have seen this, but I'm satisfied it was sent. I can't say whether Bennetts gave Mr H the incorrect address during the part of the call that wasn't recorded. But, even if they did, Bennetts still responded within 30 days and within the eight-week period provided by the regulator. So, I don't think the delay made a difference to Bennetts sending their response within the appropriate time.

I recognise Mr H may have waited longer than he expected to and had to chase Bennetts. And I appreciate being kept on hold for a long time would've been frustrating. Bennetts say their agent placed Mr H on hold to try to find Mr H's email, and a second time to confirm their usual response times. Bennetts apologised for this and said they provided feedback.

While I know this may be disappointing for Mr H, I don't think the service he received fell short to the extent that I can fairly award him financial compensation. While I recognise the inconvenience he experienced, I think Bennetts' apology, explanation and feedback to their staff was a fair way to respond to his complaint – so I don't require Bennetts to do anything further.

My final decision

For the reasons outlined above, I don't uphold Mr H's complaint about Bennetts Motorcycling Services Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 11 March 2024.

Chris Woolaway

Ombudsman