

## **The complaint**

Mr J complains about Atlanta Insurance Intermediaries Limited referring him to an accident management company (AMC) for credit hire and repair when he called to report an accident.

Mr J is represented on this complaint. For ease of reading I've referred to Mr J throughout.

## **What happened**

Mr J's motorhome was hit by a third party when he and his family were on their way to go on holiday. Because of the accident they were no longer able to continue with their trip and Mr J called Atlanta to report the accident.

As Mr J didn't think he was at fault for the accident Atlanta referred him to an AMC to arrange the repairs to his motorhome on a credit hire and repair basis. Unfortunately, there has been several issues with the AMC handling the claim. Because of this Mr J has complained to Atlanta. He's said he thought he was claiming on his motor insurance policy and had even incorrectly called his insurer when he had difficulty with the AMC.

Atlanta responded to Mr J's complaint and explained that as the issues were with the AMC then Mr J would need to raise his concerns with them. As Mr J wasn't happy with Atlanta's response the complaint has been referred here.

Our investigator looked into the complaint and found that Atlanta has been unable to provide a copy of the call when it referred Mr J to the AMC. Because of this he said that Atlanta hadn't shown that it did what it should have when referring Mr J. Our Investigator asked Atlanta to cover the travel costs he incurred when the AMC took the hire car back and also for items damaged in the accident. He also recommended Atlanta compensate Mr J £150 for distress and inconvenience caused by the poor referral.

I issued a provisional decision on this complaint on 4 April 2023 where I said:

*"As Mr J's insurance broker, Atlanta was obliged to provide Mr J with information that was clear, fair and not misleading, in line with its obligations under Principle 7 of the FCA Handbook: Communications with clients (see PRIN 2.1R The Principles) and ICOBS 2.2.2R (Clear, fair and not misleading rule). In the circumstances of this case, this means that when Mr J contacted Atlanta to tell it about his 'non-fault' claim for damage to his motorhome, Atlanta ought to have provided him with clear information about his options, so he could decide how best to proceed with getting his motorhome repaired.*

*Atlanta hasn't provided a copy of the call or a guidance document to show what was discussed or should have been discussed when it referred Mr J to the AMC. Mr J's explained they weren't aware they'd been referred to an AMC and had thought they were claiming on their motorhome insurance policy. I'm therefore not satisfied Atlanta did what it was supposed to during the call. I've therefore looked at the impact this has had on Mr J.*

*Mr J has listed several issues with the AMC. These include, but aren't limited to, refusing to provide a hire car as he has another car, losing his motorhome and having items stolen from*

*the motorhome. There are other issues Mr J has raised but I haven't listed them all here. This is because I can only look at the actions of Atlanta, not the AMC, in this decision. And while I understand, in hindsight given all the issues raised, Mr J said he wouldn't have used the AMC I'm not persuaded that is the case.*

*I say this because Mr J has explained the AMC initially refused to give him a like for like hire vehicle as he had another car. Mr J explained that his other car isn't big enough for him and his family and because of this he needed a bigger vehicle, which was eventually agreed to. I've also noted that Mr J only had a "Class A courtesy car" on his policy. So as Mr J has explained he needed a bigger like for like vehicle and had to push this point with the AMC for them to provide him with an equivalent vehicle, which was suitable for his needs. I think it's likely if Atlanta had explained the differences between claiming on his policy and using the AMC, he would still have used the AMC as he needed a like for like vehicle, as Mr J explained to the AMC.*

*However, I've also noticed that due to the poor referral, Mr J thought he was using his own insurance policy. And when he had issues with the AMC, he also said he called his insurer as he thought he was claiming through his insurer. So, I'm satisfied that while Mr J would still have used the AMC, the poor referral has caused him unnecessary distress and inconvenience as he wasn't aware he wasn't claiming on his motor insurance policy. To compensate him for this Atlanta should pay Mr J £150 compensation for the distress and inconvenience.*

*I've also noted Mr J has raised concerns about other losses, such as travel costs when he didn't have a like for like vehicle and damage to personal belongings as well as the loss of belongings in his motorhome. However, as I'm satisfied, he would still have used the AMC, then I think it's likely he would still have had these losses. And as they're the responsibility of the AMC it's not something I can hold Atlanta responsible for in this decision."*

Atlanta responded to my provisional decision and explained it had located the call with Mr J but he was just transferred to the claims line. It said it was unable to obtain a copy of this call and agreed to the outcome in my provisional decision.

Mr J responded and did not agree. He said if the options had been made clear to him he would have used the Class A courtesy car. He said a quick online search on the AMC would have shown reviews which would confirm his reasons for not using them. Mr J also said there was no benefit in using the AMC.

### **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've considered Mr J's comments, but they've not persuaded me to change my decision. I say this because while I appreciate, given the issues with the AMC and the poor online reviews, Mr J now says he wouldn't have used them, he'd previously told us that he was unable to use his other car as it was too small, and therefore needed a bigger car for his family. I'm therefore not persuaded he would have used the Class A courtesy car if given the option, as explained above and in my provisional decision. And so while I'm satisfied Atlanta didn't explain things as it should have and do empathise with Mr J's experience with the AMC, I'm not going to depart from the outcome reached in my provisional decision.

**My final decision**

For the reasons explained above and in my provisional decision, my final decision is that I uphold this complaint in part. I require Atlanta Insurance Intermediaries Limited to pay Mr J £150 for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 12 June 2023.

Alex Newman  
**Ombudsman**