

## **The complaint**

Mr E complains Atlanta 1 Insurance Services Limited (trading as Autonet) provided poor customer service when arranging his motor insurance cover.

## **What happened**

In November 2021 Mr E agreed to take out a motor insurance policy arranged by Atlanta. However, he wasn't happy with the premium charged. He felt a claim had been unfairly taken into account when the premium was set.

Mr E complained to Atlanta. In December 2021 it responded. It said it was unable to set up a policy without the claim being considered as the relevant insurer had said the claim was still under consideration. It accepted it had provided some poor customer service by failing to call him back when agreed. In recognition of its mistake it provided a £40 premium discount.

In April 2022 Atlanta issued a second complaint response. It said it had, on receipt of evidence from the insurer that the claim was fictitious, removed the record from his policy. It added it had arranged for an appropriate refund from the insurer. It said it considered it had done that in reasonable time. Atlanta did apologise for not being clear about how long the process might take – it had said up to eight weeks rather than three. It paid him £25 compensation in recognition.

In June 2022 Atlanta responded to a further complaint from Mr E. It said it had, when setting up a new policy, failed to cancel his old one. This had resulted in the finance provider incorrectly attempting to take a payment. Atlanta said it had asked the finance company to remove any resulting credit markers. To recognise the inconvenience of this, and an error with a premium refund, it paid Mr E £50 compensation.

Mr E wasn't satisfied with Atlanta's responses. In summary he felt he'd been overcharged for cover because of unfair claim records. He wanted those to be removed and to be paid more compensation.

In August 2022 our investigator considered the complaint. She didn't think Atlanta had offered enough compensation to recognise the impact of unnecessary distress and inconvenience it had caused Mr E. So she recommended it pay him £300 in total. Mr E replied to say that wasn't enough. Atlanta didn't respond. As the complaint wasn't resolved it was referred to me for a final decision.

## **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.

As this is an informal service I'm not going to respond here to every point or piece of evidence Mr E and Atlanta have provided. Instead I've focused on those I consider to be key or central to the complaint. But I would like to reassure both that I have considered everything provided.

I'm satisfied Atlanta acted reasonably when taking into account a disputed November 2020 claim record. At the time the policy was being arranged it had been advised by the insurer the claim was open. It also acted fairly and reasonably in response to being informed of the claim being closed. It removed record and requested a refund from the insurer in reasonable time.

According to Mr E, he's been unfairly charged higher premiums for his cover because of unfair records of claims. In this complaint against Atlanta I can consider its actions – not those of any other firm, for example any insurers reporting claims for Mr E. I'm not persuaded that Atlanta's done anything wrong that resulted in unfair premiums for him. As it acted fairly based on the information it had access to. As I've said I'm satisfied it considered the disputed claim fairly.

Other claims are shown on Mr E's policy documents – from September 2017, May 2020 and July 2021. I haven't been provided with anything to persuade me Atlanta's made a mistake with any of these records. So I'm not going to require it to take any steps to amend his policy documentation.

Mr E feels Atlanta should have been more involved in proving the November 2021 claim to be fraudulent. But I wouldn't expect an intermediary, like Atlanta, to do that. That's something for the insurer providing the policy.

Atlanta's accepted it failed to cancel Mr E's original policy. It admits this led to the finance provider incorrectly attempting to take a payment from Mr E in early May 2022. I can see the money has already been returned. I'm pleased to see Atlanta requested the lender remove any resulting credit marker.

Our investigator said Atlanta hadn't explained why the finance provider attempted to collect £228 from Mr E in late May 2022. However, I can see the finance provider has taken responsibility for that – paying compensation for its mistake. So I'm not going to consider the impact of that payment collection on Mr E in this complaint against Atlanta.

As I see it Atlanta, in the round, has provided Mr E with the equivalent of £115 compensation - £75 in cash and £40 premium discount. Our investigator felt £300 in total would be a fairer amount to recognise the unnecessary distress and inconvenience it had caused him. Mr E feels that's not enough - he would like £800.

I agree that Atlanta has made some mistakes – and these have had an impact on Mr E in terms of inconvenience and distress. But I can only take into account the impact of issues I feel Atlanta was at fault for. As I've set out, I haven't upheld a number of Mr E's complaint points.

I can see that the failure to cancel Mr E's policy resulted in some distress and inconvenience for him. He was concerned about the impact on his employment of having his policy cancelled for non-payment of premium. He understandably wasn't aware the threat was about his previous policy.

I can see, for the problems Atlanta was responsible for, that he had the inconvenience of making a number of calls – including to his own bank. Taking everything, including the impact of all this on Mr E's reported health conditions, into account I agree that a total of £300 would be a fairer amount of compensation. So Atlanta will need to pay him an additional £185.

**My final decision**

For the reasons given above, I require Atlanta 1 Insurance Services Limited to pay Mr E an additional £185 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 4 October 2022.

Daniel Martin  
**Ombudsman**