

## The complaint

Mr D complains that Atlanta 1 Insurance Services Limited (trading as Swinton Van) is responsible for mishandling a claim on a commercial vehicle insurance policy.

Where I refer to Atlanta, I refer to the above-named company and I include employees and others insofar as I hold Atlanta responsible for their acts or omissions.

## What happened

The subject matter of the claim and the complaint is a pick-up truck that Mr D used for his work. For the year from August 2021, Mr D had it insured on a comprehensive policy under which an insurance company was responsible for dealing with any claim. Atlanta acted as an intermediary between Mr D and the insurance company.

The policy covered glass damage, subject to an excess of £100.00. The policy covered other accident damage subject to an excess of £700.00.

In May 2022, Mr D contacted Atlanta about damage to the rear glass pane on the canopy of the pick-up. Atlanta referred him to the insurance company's glass provider.

In June 2022, Mr D complained that Atlanta hadn't properly explained why the glass provider cancelled any repair or replacement.

In a final response dated early July 2022, Atlanta said the following:

*"I have been unable to locate any evidence to suggest we received further contact from you after initially reporting the claim, to enquire why the claim had been rejected and so, regretfully, I have been unable to uphold your complaint. I have contacted [the insurance company] who have advised that fibre glass on the vehicle is not covered under the windscreen section of your policy and as such, you would need to claim under the Accidental Damage section of your policy. To do so would mean you would have to pay your £700.00 excess and that, as you have advised the cost of repairs would be approximately £700.00, no claim would need to be made."*

Mr D brought his complaint to us in early July 2022. He asked that Atlanta should do the following:

*"Acknowledge that something went wrong and explain why they told me (at least 3 times) that my glass claim was valid, only for it to later be rejected and cancelled. Verify that this glass claim (not fibreglass claim) is in fact invalid. Explain why customers have to contact the underwriter rather than themselves, the company they chose and pay money to. Put steps in place to avoid this communication mess happening to other customers."*

Our investigator recommended that the complaint should be upheld in part. The investigator thought that Mr D had received poor service. The investigator recommended that Atlanta should pay Mr D £50.00 for that poor service.

Mr D accepted the investigator's opinion.

Atlanta disagreed with the investigator's opinion. It asked for an ombudsman to review the complaint. It says, in summary, that:

- It cannot find any calls on the dates on which Mr D suggests he called it.

### **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.

The Financial Ombudsman Service is bound by the Financial Conduct Authority's dispute resolution rules. We deal with an individual consumer's complaint against a regulated financial firm. Where the complaint is about a claim on an insurance policy, we treat it as a complaint against the insurance company that was responsible for dealing with the claim.

Where we uphold a complaint about an unfair act or omission, we look at its impact on the complainant consumer and we may assess compensation at a level intended to put that right. We don't direct the firm to change its procedures so as to mitigate future effects on other consumers.

Atlanta was an intermediary rather than the insurance company. So, in Mr D's case, I'm not going to direct Atlanta to verify the claim or to explain why he had to contact the insurance company or to take any steps in relation to other customers.

The insurance company rather than Atlanta was responsible for dealing with the claim. And there's not enough evidence to say that Atlanta caused delay in that claim. So I don't hold Atlanta responsible for the inconvenience Mr D suffered from not being able to leave his gear in the pick-up pending the repair or replacement of the damaged part.

Nevertheless, I've looked at the service Atlanta gave Mr D.

I've noted that its terms of business include a customer service telephone number ending in 9195. Mr D has shown us call records of calls to that number on 14, 15, 20 and 21 June 2022.

Also I've seen an email from Mr D to the glass company dated 20 June 2022 that included the following:

*"I called Swinton, my insurer, on 15th June and 20th June, and was told that because this case involves damaged glass, it can only be handled by [glass provider]. Swinton also told me that this glass is definitely covered by windscreen cover"*

As Mr D wrote that email on 20 June 2022, I accept that he had spoken to Atlanta that day and on 15 June 2022.

From its final response, I find that Atlanta had failed to keep records of his calls. So I accept Mr D's statement that Atlanta thought his claim was covered on 20 June 2022. From that, I infer that Atlanta hadn't contacted the insurance company for an update until nearer early July 2022 when it wrote its final response. I consider that these shortcomings fell below a reasonable standard of service.

So I've thought about the effect of those shortcomings on Mr D. I accept that Atlanta wasted his time on the phone and left him disappointed and confused.

### **Putting things right**

Overall, I conclude that it's fair and reasonable to direct Atlanta to pay Mr D £50.00 for such distress and inconvenience.

### **My final decision**

For the reasons I've explained, my final decision is that I uphold this complaint in part. I direct Atlanta 1 Insurance Services Limited (trading as Swinton Van) to pay Mr D £50.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 7 February 2023.

Christopher Gilbert

**Ombudsman**