

## **The complaint**

Ms S bought a motor insurance policy through Atlanta Insurance Intermediaries Limited. She says it provided poor service and failed to explain its actions to her.

## **What happened**

Ms S says Atlanta's systems didn't record the change of car she made online in June 2021. She says she was later misled about the issue and not given any information in writing, as promised. In May 2022 Ms S made two attempts to change her address online, but in August 2022 Atlanta told her the address it held for her was incorrect. An advisor then took her through the process to change it but didn't tell her in advance that there would be a charge for that. Ms S said she wrote to Atlanta several times asking for explanations, but her letters weren't acknowledged.

One of our investigators reviewed Ms S's complaint. She noted that Atlanta had written to Ms S in June 2021 asking her to confirm the change of car. As it got no response, the old record was left unchanged. The investigator thought systems errors may have prevented Ms S from making the change of address initially, so she said Atlanta should pay her £50 compensation. She thought Atlanta hadn't dealt properly with Ms S's letters and could have done more to accommodate her request for replies by post. So although it had paid Ms S £50 compensation, the investigator said it should pay her £50 more.

Atlanta accepted the investigator's view. As Ms S didn't respond to it, the complaint was passed to me for review.

## **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.

It seems the change of car in 2021 didn't go through because Ms S didn't save it correctly online. I think Atlanta acted reasonably by writing to Ms S to seek confirmation from her in order to complete the change. An advisor ('N') told Ms S later (in error) that the change *did* take place in June 2021 and that she would confirm it in writing. She didn't, as Atlanta noted that the information provided by N was incorrect. I think it could have contacted Ms S to let her know that N had made an error. But there's nothing to show that N's error affected Ms S adversely, apart from the disappointment of not getting a promised letter.

The change Ms S made in 2022 was to her correspondence address, so documents were later sent to that address and Ms S had no reason to think there was a problem with the address Atlanta held for her. But Atlanta says Ms S was prompted at the time to change the address where the car was kept overnight as well. It says as she didn't do that the old record remained until Atlanta noted it in August 2022 and contacted Ms S. But it seems the advisor then changed Ms S's correspondence address in error. In its final response letter Atlanta said feedback had been given to the advisor and that Ms S's address was recorded correctly. As Ms S was inconvenienced, whether the issue arose initially as a result of a systems error or not (Atlanta says it didn't) I think £50 compensation for it is appropriate.

In terms of Atlanta not responding to Ms S's letters, it accepted that it hadn't replied to two of them and offered her a further £50 compensation. Ms S accepts that in relation to some of the concerns she raised, advisors called or emailed her instead of replying by post, per her request. Policy documents were mailed to her, but an advisor said staff working from home couldn't contact her by post. It's for insurers and intermediaries to decide what processes to have in place, and we can't dictate how they should run their businesses. But there were no replies at all to some of Ms S's letters. And when she called to query the issue on 20 June 2022 she was told by an advisor that he'd ensure it was addressed, but nothing happened. I can see why Ms S found all this frustrating and upsetting – and she was also inconvenienced by it. So in my opinion, a further £50 for this issue is merited.

The issue of Ms S not being told in advance that the advisor would make a charge for assisting her with an online amendment has been dealt with. Although it shouldn't have happened, the advisor apologised and waived the charge.

As I understand it, Ms S's aim in complaining to Atlanta and later to us was largely to get explanations for the poor service she received. I think it's clear that human error was to blame for some of it – and it seems Ms S herself made errors when trying to make online changes. Atlanta has noted that its working practices impacted on Ms S as well, as it couldn't always meet her expectations. I agree that Atlanta's service was poor in some respects (especially in not responding to her concerns in some format, if not by post). But I think its acknowledgement of the issues, its feedback to staff – plus £150 compensation – is sufficient to put matters right.

### **My final decision**

My final decision is that I uphold this complaint. I require Atlanta Insurance Intermediaries Limited to pay Ms S £150 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 27 June 2023.

Susan Ewins

**Ombudsman**