

The complaint

Miss M complains that Atlanta Insurance Intermediaries Limited (Atlanta) didn't provide policy information by post. This resulted in a lack of cover for accidental damage, under her home contents insurance policy.

What happened

Miss M contacted Atlanta, acting as her insurance broker, in August 2023, to make a claim for accidental damage to a tv. She was told no accidental damage cover was in place so her claim wouldn't be paid.

Miss M was told her policy had been transferred from her previous broker to Atlanta in 2022 and she'd been notified by email. She says she didn't receive this email and had elected to receive correspondence by post.

In its final complaint response Atlanta says her previous broker sent her an email dated 28 June 2022 explaining the transfer. It says a renewal pack was sent on 6 July that set out the differences between the previous and new cover. It says previously, accidental damage cover was included in Miss M's policy, but this had now changed to an optional extra. Atlanta says the renewal documents show Miss M's policy didn't include accidental damage cover.

In its response Atlanta says Miss M contacted her previous broker on 21 July 2018 to arrange contents cover effective from 28 July. From this date onwards it says all correspondence was sent by email. Atlanta says it arranged for accidental damage cover going forward without cost to Miss M and updated her contact preference to post. But it didn't think it had done any wrong, so it didn't uphold her complaint.

Miss M didn't think Atlanta had treated her fairly and referred the matter to our service. Our investigator didn't uphold her complaint. She says correspondence regarding the broker transfer and the new policy information were sent to Miss M's email address. Our investigator didn't think there was evidence to show Atlanta had acted unfairly.

Miss M disagreed and asked for an ombudsman to consider her complaint.

It 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 Miss M's complaint. I'm sorry to disappoint her but I'll explain what I think my decision is fair.

Atlanta has supplied system records that show Miss M's original preference, with her previous broker, was to receive correspondence by post. But this changed to email prior to the transfer to Atlanta in 2022. The records show this change was actually applied in the 2018-2019 policy year.

I've seen a copy of the letter Miss M's previous broker sent to her dated 28 June 2022. This explains the transfer over to Atlanta. It says no change will be made to the policy until renewal. At renewal it explains that information will be provided that sets out any changes to Miss M's cover.

I've read the renewal pack Miss M was sent dated 6 July 2022. This was sent to the email address we have for her. This is the same as her previous broker and Atlanta used. The covering letter says it's important that Miss M reads this document and checks the section headed, "*What's Different About My Cover*". This is to ensure the cover still meets her needs. Page four includes this information and says accidental damage for entertainment equipment was included with Miss M's previous broker. But this was now an optional extra under her Atlanta cover.

I can see that the Insurance Product Information Document (IPID), which sets out the key aspects of Miss M's policy, includes accidental damage under the heading "*What is not insured?*".

Based on this evidence Miss M was sent information confirming the transfer to Atlanta and advising of possible changes to her policy. Renewal documents were then sent that confirmed accidental damage cover was no longer included as a standard option but was now an optional extra. I think this information was set out clearly. I acknowledge Miss M's comments that she didn't receive these emails. But I have seen evidence that they were sent to the correct email address.

The system records Atlanta provided shows Miss M's contact preference was changed to email at the time she contacted her previous broker on 21 July 2018. I note Atlanta's comments that this means all correspondence went by email from this date onwards. Including the policy documents sent out in July that year. It says there was no contact from Miss M to say this information wasn't received.

Having considered all of this I don't think Atlanta has done anything wrong here. The records I've seen support its account of events. I note Miss M's comments that she received a letter from her previous broker in the post-dated 21 July 2021. I don't dispute this. I can see the letter is a reminder regarding policy renewal. But I don't think this shows that Atlanta failed to provide information to Miss M or that it sent information via the wrong method against her instructions. Because of this I can't fairly ask Atlanta to do anything more.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 12 April 2024.

Mike Waldron
Ombudsman