

The complaint

Ms K complains that Atlanta Insurance Intermediaries Limited (Atlanta) failed to cancel her home buildings insurance policy resulting in her paying for duplicate cover.

What happened

Mrs K says she received renewal information from Atlanta in 2022. She called to ask why the premium had increased from the previous year. Atlanta didn't agree a reduction in price, so she cancelled the policy during this call. Mrs K then obtained cover elsewhere.

Due to a period of ill-health Mrs K says she didn't notice that premiums were still being collected. When she noticed in July 2023 she says she tried to call Atlanta but was held in a queue on many occasions. Mrs K says she finally managed to speak with Atlanta in September and cancelled her direct debit arrangement.

Mrs K is concerned that she has paid for two policies and that her credit record has been negatively impacted by Atlanta.

In its final complaint response Atlanta says Mrs K first obtained insurance via its service in August 2020. It says its terms of business explain it will automatically renew a policy unless it's instructed not to. Atlanta says it wrote to Mrs K in 2021, 2022, and 2023 with her renewal information. But says it didn't receive a letter or other instruction to cancel her policy.

Atlanta says Mrs K read the email it sent to her on 31 August 2023. She then cancelled her direct debit instruction. It explains that this doesn't prevent a renewal or cancel the policy. Atlanta says it's required to give warning before cancelling a policy. So, it wrote to Mrs K on several occasions to tell her about her arrears. The policy was then cancelled on 3 October 2023.

In its response Atlanta says it didn't receive instructions to cancel Mrs K's policy over the phone. But explains it may be able to arrange for her insurer to backdate the cancellation and refund the premiums. This is if she can provide evidence that another policy was in place.

Mrs K didn't think she'd been treated fairly and referred the matter to our service. Our investigator didn't uphold her complaint. She says when Mrs K emailed Atlanta in August 2022, she replied to an address that was marked "*do not reply*". When she called in September about cancelling the policy. The call was cut-off before this was confirmed. In these circumstances she didn't think Atlanta acted unreasonably by not cancelling the policy.

Our investigator says she could find no evidence to show Mrs K posted a letter to Atlanta in July 2023. A further email was sent to Atlanta via a "*do not reply*" address in August 2023. But as this wasn't a manned email address no action was taken. She says Mrs K wrote to Atlanta in September. This letter was sent by recorded mail. But the records show this wasn't delivered to Atlanta until January 2024. Based on the evidence our investigator didn't think Atlanta has received instructions to cancel Mrs K's policy.

Our investigator forwarded evidence of the duplicate cover Mrs K had obtained from 2022 onwards. Atlanta contacted her insurer. It was arranged for a full refund of premiums to be provided. Atlanta also agreed to refund all of its service charges. Our investigator asked Mrs K if this resolved her complaint. She responded to say she wanted interest to be paid on the refunded premiums. In addition, she wanted to know that no adverse credit information had been recorded against her.

Our investigator responded to say that she didn't think Atlanta had made any mistakes or treated Mrs K unfairly. So, she couldn't reasonably ask it to do anything further.

Mrs K didn't agree with this outcome and asked for an ombudsman to consider her complaint.

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 Mrs K's complaint. Let me explain.

I've seen the renewal information Mrs K was sent in August 2022. I've also seen a copy of the email she sent to Atlanta dated 21 August. This says:

"Please take this as formal confirmation that I do not wish to renew this policy. Therefore do not renew on 01.09.22".

The email address this was sent to contains the words, "*donotreply*". Atlanta confirms this email address isn't in use and isn't checked. So, no-one read Mrs K's email. I think a reasonable person would know not to contact Atlanta via this method. I don't think it's reasonable for Mrs K to expect her policy to be cancelled as a result of sending this email.

I've listened to the call Mrs K had with Atlanta's agent in September 2022. It lasts just under two minutes. During the call Mrs K says she has received confirmation her policy had renewed. She says she didn't want this to happen and had written to Atlanta to inform it not to renew. The agent asks for Mrs K's car registration. She explains her query is about her home insurance. The agent tells her he will take her details and then pass the call on to the relevant department as she has come through to the motor insurance team. The call ends before the agent finishes taking details from Mrs K. It's not clear why the call ended when it did. But it is clear that the cancellation hadn't been completed.

Based on this evidence Mrs K was aware she needed to speak to another team before her cancellation requested was enacted. The call ended abruptly. The records indicate no further contact was made by phone for over a year. I don't think it was reasonable for Mrs K to expect that her policy had been cancelled as a result of this phone call.

Mrs K has provided a copy of a letter she sent to Atlanta in July 2023. The letter explains the previous attempts to cancel the policy and reiterates this request. I can't see evidence that shows this letter was posted by Mrs K or received by Atlanta.

Mrs K has also provided a copy of a letter she wrote dated in September 2023. This describes the debt collection letters she'd received and her instruction to cancel the policy. Mrs K has shown this was sent by recorded delivery. The online records show this letter was delivered to Atlanta on 9 January 2024. It's not clear why this letter took so long to be delivered. But I'm satisfied Atlanta didn't receive it until around four months after it was posted.

Mrs K raised a complaint with Atlanta in October 2023, which is when it became aware of her cancellation request.

Based on this evidence I don't think Mrs K reasonably made Atlanta aware that she wanted to cancel her policy until late in 2023. The email she sent in 2022 went to an unmanned email address. She also used this email address in October 2023 in response to a notification of an outstanding debt. Atlanta confirms these emails weren't read. I don't think it's reasonable to expect they would be.

The call Mrs K had in September 2022 was with the wrong department. Motor not home insurance. She was told she would need to be passed to the relevant team to cancel her policy. The call ended before this was done. There are no records of further calls. I can see our investigator asked Atlanta to search its records using Mrs K's mobile and landline numbers. This as to see if she'd made further calls. Or if calls were abandoned due to long call queues as Mrs K had indicated. The records don't show any further calls having been made.

Mrs K says she tried to obtain her call records from her telecoms provider(s) but this information hasn't been provided.

I think it's fair that Atlanta offered to contact Mrs K's insurer if she provided proof she'd taken another policy. Our investigator forwarded the relevant information to Atlanta. As a result, Mrs K has received a full premium refund including the service charges Atlanta was paid. In the circumstances I think this is fair.

I don't think Atlanta failed to act on instructions from Mrs K to cancel her policy. So, I won't ask it to pay interest on the premiums, or to amend any records it's made regarding late or missing payments.

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 Ms K to accept or reject my decision before 22 April 2024.

Mike Waldron
Ombudsman