

The complaint

Mr G is unhappy with the service received from Atlanta Insurance Intermediaries Limited after he'd contacted it to change his address on insurance policies taken out and to ask about an accidental death benefit policy he held.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. I'll focus on giving the reasons for my 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.

In its final response letter dated March 2024 Atlanta accepts that:

- a call which took place between Mr G and one of its representatives in February 2024 was handled badly. I'll refer to this as 'the phone call'.
- the policy document for the accidental death benefit insurance he held was sent to a previous address he shared with his ex-partner in error and had been re-directed to him.

In total Atlanta has offered £90 compensation to Mr G.

Having considered Mr G's concerns I'm satisfied that there were other times when the service Mr G received was unreasonable and below the standard I would reasonably expect. For example, having listened to the call recordings provided to me, I'm satisfied that he was told during one call that the accidental death benefit insurance was a joint policy with his ex-partner, and it couldn't be changed as no changes could be made to the policy given its age and that it wasn't offered anymore.

That wasn't right because Atlanta now accepts that Mr G was the policyholder and the policy also covered his partner at the relevant time, which is defined by the policy terms as:

The partner or spouse of the policyholder, living at the same address as the policyholder and sharing financial (if applicable) responsibilities. This does not include business partners or associates.

So, as Mr G was not living with his ex-partner, no changes needed to be made to the policy and Mr G's current partner would've been covered so long as the above definition was met. Mr G was (understandably) upset by being given the wrong information during the phone call and being incorrectly told that his ex-partner would remain on the policy (although he was given the option to cancel the policy if he didn't want to continue with it).

Mr G also says that the way he was treated during the phone call went beyond poor service; he says he was discriminated against. He says, on multiple occasions, Atlanta's

representative mispronounced his surname even though he'd told him how it was pronounced. He says his surname came from his father, who'd originated from a different European country and the representative lost his temper when Mr G raised the Equality Act 2010.

I don't have the power to determine whether Atlanta did breach the Equality Act; only a Court can do that. However, I am required to take into account a number of things when deciding whether a business has done anything wrong and that includes relevant law. In this case, I'm satisfied the Equality Act is a relevant consideration.

Having listened to the phone call, I find that the representative did interrupt and talk over Mr G, not allowing him a fair opportunity to explain why he'd called. I'm satisfied the call was handled unprofessionally, and the representative was unfairly and unnecessarily combative. I can understand why Mr G was upset with how this call was handled and after raising concerns during the call about how he was being treated and the representative mispronouncing his name, the representative was quick to want to end the call – again, I find unfairly.

However, having listened to the phone call, I'm not persuaded that Atlanta's representative said to Mr G that he couldn't understand his accent. I'm satisfied that he said that he was having trouble because of an 'echo' (with the phone line).

I'm satisfied Mr G's upset would've been unnecessarily exacerbated during a subsequent call during which Atlanta's representative mispronounced his surname when it became clear during this call, that there was information on file explaining how Mr G's surname should be pronounced.

I don't think Atlanta has fully appreciated the impact its errors have had on Mr G. I find that Mr G has unnecessarily been distressed by the cumulative effect of its errors which has lasted over a period of a few weeks. He has also been put to the trouble of having to go through the issues he's had with Atlanta which has been compounded by other errors. I'm satisfied £300 compensation more fairly reflects the impact on Mr G.

Mr G would also like staff members to provide individual apologies to him. I'm not satisfied that Atlanta can arrange that as it would have no control over whether those members of staff would agree to do this. However, I am satisfied that Atlanta as the financial business providing the service to Mr G should provide a written apology for treating him unfairly.

Putting things right

Within 21 days from the date on which The Financial Ombudsman Service tells Atlanta that Mr G accepts this final decision, I direct Atlanta to:

- pay Mr G £300 compensation for distress and inconvenience. It can deduct from this amount the £90 compensation it's already offered to Mr G if the cheques have been cashed by him.
- provide a written apology to Mr G for treating him unfairly.

My final decision

I uphold this complaint to the extent set out above and direct Atlanta Insurance Intermediaries Limited to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 7 January 2025.

David Curtis-Johnson
Ombudsman