

The complaint

Mr T complains that Atlanta Insurance Intermediaries Limited (“Atlanta”) offered an unfair price at renewal and refused to log a complaint about the price increase, under his home buildings insurance policy.

What happened

Mr T says he owns the property insured through Atlanta and his father lives there rent free. He says it’s difficult to obtain insurance as he’s the owner but not a resident. Landlord insurance isn’t appropriate because proof of rental income is required. Mr T says Atlanta was able to offer him cover classing his father as a dependent relative. He says because finding insurers that will provide cover in these circumstances is difficult, shopping around is not a realistic option.

At renewal in 2024 Atlanta offered Mr T a policy with a new insurer. The annual premium was £535.56 when it had been £269.59 the previous year. Mr T says there have been no claims and no change in circumstances. He queries whether information he discussed with a previous insurer following storm damage at his home address, had been a factor in the price increase.

Mr T contacted Atlanta to complain about the increase in the premium he was offered. He says the agent told him it doesn’t log complaints about price. Mr T says this isn’t correct. When Atlanta responded to his complaint he says it didn’t refer to its refusal to log his complaint and gave only a brief explanation about the price increase.

In its final complaint response Atlanta says that prior to offering Mr T a renewal price it searched its panel of insurers for quotes based on his information. The price it offered in its renewal was the most competitive of these. It refers to its renewal pack that encouraged Mr T to shop around to see if cover could be obtained cheaper elsewhere.

Mr T didn’t think he’d been treated fairly by Atlanta and referred the matter to our service. Our investigator didn’t uphold his complaint. She explained that complaint handling isn’t a regulated service so she can’t consider this aspect of Mr T’s concerns. Our investigator says Atlanta isn’t an insurer and so isn’t responsible for the price at which his premium was set. She explained that a different insurer provided cover for the previous policy year. So, it was a new insurer that was responsible for the premium at renewal.

Our investigator was satisfied that Atlanta had performed its role and passed on the best price to Mr T from its panel of insurers. She says the business offered to refer his concerns onto his insurer to review its pricing, but he declined this. She didn’t think it needed to do anything more.

Mr T disagreed with our investigator’s findings and asked for an ombudsman to consider his 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 Mr T's complaint. I'm sorry to disappoint him but I'll explain why I think my decision is fair.

Mr T's premium approximately doubled at renewal in 2024. I can understand why he was disappointed by this and contacted Atlanta to complain. But, as our investigator explained, Atlanta isn't responsible for setting Mr T's premium. Its role as his broker is to refer relevant information about Mr T, his property, and his circumstances onto its panel of insurers. The insurers then decide whether to offer cover, and if so at what price.

Insurers assess risk differently and use their own specific criteria when calculating premiums. This isn't something that the Financial Conduct Authority (FCA) regulates. And isn't something our service can interfere with. No customer is obligated to take a policy with any given insurer. This is a choice for the customer to make based on the information they're provided with. It's expected that clear information is made available so a customer can make an informed decision. I can see that this was made available to Mr T in the renewal documents sent to him on 27 April 2024.

Atlanta explains that the policy Mr T was offered has the same cover for all of its panel of insurers. So, the only differentiating factor was the premium. It says it only sees the top two or three offers when obtaining quotes for its customers at renewal. I asked if it had this information to show the cheapest premium was used in its renewal. It responded with a screen print showing the renewal quotations it received from its panel of insurers. Three quotes were provided. Of these I can see it was the lowest that was offered to Mr T.

Atlanta's role in all this was to obtain a quote that met Mr T's needs at the lowest price. From what I've read this is what it did. Based on this I don't think Atlanta did anything wrong. It's not responsible for how its panel of insurers calculate premiums. There was no requirement for Mr T to accept the renewal offer from Atlanta. I acknowledge what he says about it being difficult to obtain insurance given his circumstances. But this isn't something Atlanta is responsible for.

I note what Mr T says about the disruption this will likely cause for him and his family. He says he expects he will need to change his registered address. And asks that Atlanta pays him compensation for the distress caused by the increase in his premium. But again, this isn't something Atlanta is responsible for. There's no question that Mr T's premium has increased substantially. But this doesn't mean he was treated unfairly by Atlanta when it followed its process and offered a renewal.

I've listened to the recording from when Mr T called Atlanta to raise a complaint. The agent offered to refer back to his insurer to review the price it had offered. Mr T didn't want this. He was adamant that the agent register a complaint against Atlanta for the price increase. A complaint was logged once the agent had referred to colleagues internally. However, as Mr T says, the agent did initially tell him that she couldn't log a complaint concerning price.

As our investigator explained, complaint handling in itself isn't a regulated service. This means I'm not able to consider this point. I'm sorry Mr T is frustrated about how his request was handled, and for the lack of response from Atlanta on this issue. But this isn't something I can comment on further.

Having considered all of this I don't think Atlanta treated Mr T unfairly when offering a

renewal quote based on the lowest price from its panel of insurers. So, I can't reasonably ask it to do anymore to resolve his complaint.

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 Mr T to accept or reject my decision before 30 January 2025.

Mike Waldron
Ombudsman