

The complaint

Miss H complains that Atlanta Insurance Intermediaries Limited unfairly auto-renewed her car insurance policy.

What happened

In October 2023, Miss H's current insurer at that time, which I will refer to as 'M', was unable to provide cover at renewal. So her details were passed to Atlanta to quote, as Miss H's car insurance policy with M had been set to auto-renew.

Atlanta sent Miss H a renewal notice in October 2023, with a quote for cover with an insurer I will refer to as 'C'. Because Atlanta says it didn't hear from Miss H, her car insurance policy auto-renewed and it sent her confirmation of this.

In around July 2024, Miss H contacted Atlanta after she noticed payments for this policy had been coming out from her account. Atlanta cancelled the policy and waived the cancellation fee. Miss H received a part refund of her premiums.

Miss H complained to Atlanta. She said she cancelled the policy before it renewed and had taken out insurance elsewhere, with an insurer I will refer to as 'A'. Atlanta issued a complaint response in July 2024. It said it had sent her the renewal notice and because it didn't hear from her, the policy was auto-renewed and it sent her confirmation of this.

Miss H referred her complaint to the Financial Ombudsman Service. She said she cancelled the policy before renewal, and she was unhappy Atlanta refused to refund her premiums.

Atlanta approached C with evidence of the cover Miss H took out with A. But C refused to backdate Miss H's policy to the renewal date. Atlanta referred a complaint about this to C. If Miss H has received a response from C and is unhappy with this, she can refer this separately to our service.

The Investigator didn't uphold the complaint. They said Atlanta took the correct steps to send information to Miss H about the renewal and there wasn't enough evidence to show Miss H asked for the policy to be cancelled, before renewal.

Miss H didn't agree. She said she didn't receive confirmation the policy had renewed, and she didn't consent to the renewal.

Because the complaint couldn't be resolved, it's 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.

Under this decision, I've considered the actions of Atlanta, as the broker for Miss H's car insurance policy with C. But Atlanta is not responsible for the actions of her previous insurer (M), the insurer of the policy Atlanta arranged (C) or her current insurer (A). If Miss H has

concerns about the actions of these other parties, she'll need to contact them separately.

Auto-renewal

Atlanta said Miss H's policy with M was set to auto-renew. I've not seen sufficient evidence to persuade me otherwise, so on balance, I consider this was likely the case. And because M could no longer provide cover, I don't think it's unreasonable that Atlanta used the details it was given to provide Miss H a quote on the basis of auto-renewal. I say this because this would have ensured Miss H was not unknowingly left without insurance cover.

Atlanta's communication

Atlanta has provided evidence to show the renewal notice and renewal confirmation from October 2023 were both sent and delivered to the same email address.

Miss H said this was a previous email address, but because she's also said the quote she received in October 2023 was too high, I'm persuaded she did receive Atlanta's emails at the email address it used.

I've reviewed the renewal notice Atlanta sent, and I'm satisfied it made it clear Miss H's policy would auto-renew, based on direct debit payments on finance, and that Miss H should get in touch if she didn't want the renewal to proceed.

Miss H provided a copy of a chat transcript with Atlanta, where she says she received a letter saying the policy wouldn't auto-renew, but I've not seen evidence of this letter, so I'm not persuaded Atlanta told her the policy wouldn't auto-renew.

Miss H said she cancelled the policy offered by Atlanta as the quote was too high, but I've not seen evidence to persuade me she did, prior to the renewal date. And Atlanta has said it has searched for evidence of contact from Miss H at the time of the renewal but hasn't found this. Miss H has acknowledged she may have contacted M instead of Atlanta, and she can't be confident of what happened given the time that has passed. So on balance, I think it's more likely than not that Miss H didn't contact Atlanta to cancel the auto-renewal of the policy. So, I don't think Atlanta acted unfairly in processing the auto-renewal, and I don't think it required Miss H's express consent in the circumstances.

Miss H said she didn't receive confirmation of the auto-renewal. Atlanta provided evidence to show this email was sent and delivered. And because it was sent to the same email where Miss H received the quote (which she indicated she received), I think it's more likely than not that Atlanta did send confirmation to Miss H's email, and I think it acted fairly in doing so.

Overall, I've not seen sufficient evidence to persuade me Atlanta acted unfairly in arranging the auto-renewal of Miss H's car insurance policy. So I won't direct it to do anything else.

Dual insurance

Miss H has provided evidence to show she was also insured with A since the date of renewal in October 2023.

In the case of accidental dual insurance, the normal industry practice is for both insurers (C and A) to refund 50% of their respective premiums, for the period of dual insurance. This is on the basis that in the event of a claim, both insurers would have 50% liability for it, so it follows they should receive 50% of the premium to match the risk they're taking.

In light of the above, Miss H can approach both insurers (C and A) to discuss the above and

provide the necessary evidence. If she's not happy with their response, she can raise a complaint and refer any complaint about C or A to our service if it's not resolved.

But for the reasons outlined above, I don't think Atlanta acted unfairly in arranging and processing the auto-renewal of Miss H's car insurance policy with C.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 3 March 2025.

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Ombudsman