

The complaint

M, a limited company, complains its business protection insurance policy wasn't renewed as a result of failings by Atlanta Insurance Intermediaries Limited. M is represented by its director, Mr D.

What happened

M has had business protection insurance arranged through Atlanta for a number of years. The insurer of the policy is represented by Q. At the end of August 2023 Atlanta sent renewal documentation to M including a 'Statement of Fact'. Mr D contacted it to say he thought some of the information in that was inaccurate (for example the year the business had been established and information about redundancies).

Atlanta contacted Q to let it know about this. Q said the insurer wouldn't be offering renewal because it had found M's credit score was below what it considered acceptable and a County Court Judgement (CCJ) had been registered against it in May 2023. Following discussion with Mr D Atlanta provided Q with further information about the CCJ and action that was being taken in relation to it. Q said that didn't change the renewal decision.

In response to M's complaint Atlanta said any inaccuracies in the Statement of Fact hadn't impacted Q's decision to decline renewal. That decision was based on the separate investigations it had undertaken. It didn't agree an error on its part meant renewal wasn't offered to M. Our investigator agreed any inaccuracies in the Statement of Fact weren't the reason Q had declined to provide cover for M. She thought it communicated effectively with Q including providing further information about the CCJ. She didn't uphold the complaint.

Mr D didn't agree. He highlighted contact between Atlanta and the claims handlers for M's legal expenses policy from June 2023. He thought Atlanta's failure to act on that had prejudiced his legal proceedings. And he said this complaint should be reviewed by an Ombudsman. So I need to reach a final 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 the emails he's sent about this complaint Mr D has referenced matters which are or have been separately considered by our service. I'm not considering those in this decision. In particular he says the CCJ was wrongly issued as a result of him being denied legal representation on a claim. And he thinks we should consider this complaint against both Atlanta and the claims handlers for his insurance policy. However, we've previously explained to him that the complaint against his insurer (including the claims handlers acting on its behalf) will be considered as part of a separate complaint. That's been done and it will be reviewed by an Ombudsman in due course. Those issues aren't ones I'm considering in this decision.

What I'm looking at is the complaint about Atlanta issuing renewal documentation containing errors which Mr D has linked to the insurer's decision to decline renewal for this policy. That's the issue Atlanta responded to in its final response in January 2025 so that's what I'm able to consider in this decision.

In relation to that Atlanta's terms of business say at least 17 days before a renewal it will contact a policyholder to provide their renewal quote. In this case it contacted M at the end of August 2023 which was more than 17 days before the policy was due to renew. And having reviewed the information it sent him Mr D contacted Atlanta to advise it of changes that needed to be made to the information the Statement of Fact contained.

It's not clear whether that information was incorrect because of something Atlanta got wrong. But I don't think that's material to the outcome of this complaint. Mr D's key concern is that issues with the 'Statement of Fact' led Q to decline to offer renewal terms. However, having reviewed the correspondence from Q I'm clear that isn't what happened. The issue of concern to it was M's credit score and the CCJ against it. That's what led it to decline renewal. So even if there were failings by Atlanta here (and I'm not clear there were) it isn't what led to Q's decision to decline renewal.

I appreciate Mr D doesn't believe the CCJ should have been issued (and says it was subsequently withdrawn). However, I understand Atlanta discussed the position on that with him and then made a number of further representations to Q about this. It's unfortunate that didn't lead Q to change its position, but I don't see there was more Atlanta could reasonably have done here. If Mr D is unhappy with the renewal decision that's something he'd need to pursue against the insurer of his policy. But I don't think there's anything Atlanta needs to do to put things right in relation to this complaint.

My final decision

I've decided not to uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask M to accept or reject my decision before 18 July 2025.

James Park
Ombudsman