

The complaint

Mr A complains Atlanta Insurance Intermediaries Limited (Atlanta) said it would need to cancel his home insurance policy as it was unable to add a claim to the policy mid-term.

What happened

In February 2023 Atlanta sent Mr A his renewal notice making him aware his home insurance policy was due to renew on 14 March 2023. At the beginning of March 2023 Mr A's property was unfortunately burgled and so he reported a claim to his insurer on 10 March 2023. Mr A's policy renewed on 14 March 2023, but this claim hadn't been added to his policy.

In May 2023 Atlanta tried to add the claim from March 2023 onto the policy but was unable to do so as the insurer declined to provide cover. It contacted Mr A to make him aware of this. It discussed a new policy for Mr A but he was unhappy with the price being offered. Mr A's policy was subsequently cancelled on 7 November 2023. Mr A raised a complaint about the way this had been handled.

On 5 December 2023 Atlanta issued Mr A with a final response to his complaint. It said it was the insurer who set the acceptance criteria and it was unable to influence the insurer's decision. It said it gave Mr A the lowest price policy based on his up to date details and he was able to choose whether to accept this. It said it had forwarded his complaint about the insurer not agreeing to insure him to the insurer. Mr A didn't think this was reasonable and so referred his complaint to this Service.

Our investigator looked into things. He said the insurer had confirmed had the claim from March 2023 been added onto the policy at renewal as it should have been, the insurer would have offered a policy. He said he thought had Atlanta added the claim at renewal as it should have done, Mr A wouldn't have ended up cancelling his policy. He said this caused Mr A inconvenience and so it should pay him £100 compensation.

Mr A accepted our investigator's view but Atlanta rejected it. It said it had only been made aware of the claim from March 2023 in May 2023. As its systems wouldn't allow it to add this claim to the start of the policy it was only able to add this as a mid-term adjustment which was subsequently declined by the insurer.

As Atlanta didn't agree with our investigator the complaint 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.

I want to acknowledge I've summarised Mr A's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead, I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr A and Atlanta I've read and considered

everything that's been provided.

Prior to Mr A's policy renewing on 14 March 2023, he reported a claim under his home insurance policy. Whilst I acknowledge he subsequently withdrew this claim, it was still necessary for it to be included as part of the renewal of his policy.

Unfortunately, the claim wasn't included prior to Mr A's policy being renewed, and this eventually led to Mr A having to cancel his policy. The insurer of Mr A's policy has said it made Atlanta aware of the claim prior to his policy being renewed and so it should have added this to his policy. The insurer has said had this been done it would have still been able to offer Mr A a policy.

Whilst Atlanta had originally said it wasn't made aware of the claim until May 2023, it has now confirmed the details of the claim were made available to it prior to Mr A's renewal. Therefore, it should have added the claim to Mr A's policy before it renewed. So, I've considered the impact of this error on Mr A.

Whilst the insurer has confirmed it would have offered Mr A a policy had the claim been added to his policy at renewal, it hasn't said under what terms this would have been offered, and whether this would have impacted the premium due. And so I can't say with any certainty Mr A would have renewed his policy had the claim been added as it should have been.

However, I think Mr A has been caused distress and inconvenience due to Atlanta's failure to add the claim to his policy as it should have done. It would have been distressing for Mr A to receive a letter telling him his policy was being cancelled when he believed his policy had been renewed in March 2023 with no issues. He then had to spend time finding alternative insurance to ensure his home was protected.

Overall, I think £100 compensation is reasonable to acknowledge the distress and inconvenience Mr A has been caused by Atlanta's errors. I think compensation of this amount fairly takes into consideration the distress Mr A would have felt being made aware his policy was being cancelled mid-term, and the effort he's made to resolve this issue.

My final decision

For the reasons I've outlined above I uphold Mr A's complaint about Atlanta Insurance Intermediaries Limited. I require it to pay Mr A £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 24 July 2025.

Andrew Clarke
Ombudsman