

The complaint

Mr W complains about how Atlanta Insurance Intermediaries Limited handled claims he made on his motor insurance policy.

Reference to Atlanta includes its agents.

What happened

Mr W held a motor insurance policy arranged by Atlanta. The policy was with an insurer I'll call M.

Mr W raised two claims raised with Atlanta. He says both claims were referred to another company, an accident management company, I'll call them K. He also says he made a personal injury claim and was referred to yet a different company, I'll call C.

Mr W complains about the progress of the claims he made and how these claims were recorded on the Claims and Underwriting Exchange (CUE). He's said this adversely affected his renewal premium, with both claims being shown as open when he felt they shouldn't be had there not been the delays he's complaining about. Mr W also complains about the settlement of the claims.

Atlanta said it referred complains about the settlement of the claims to M. It said C was responsible for anything relating to the personal injury claim. It said K was responsible for the progress of the claim for the damage to Mr W's car initially. It said it should have spotted an issue with the claim earlier though, and that had it done so, it would have asked M to take over the claim from K sooner.

For that delay, it said in addition to compensation offered separately to Mr W by K, it would pay £350 compensation.

It said in relation to the policy renewal, it sent a revised renewal out with the correct information recorded on CUE. In acknowledgement of the distress and inconvenience caused it said it would waive the charge applied for changing the vehicle.

Mr W didn't accept this. He thinks Atlanta should be responsible for the companies it referred him to. He doesn't think the level of compensation is enough.

Ultimately our investigator thought Atlanta's offer was fair and reasonable for the actions it was responsible for. They thought passing Mr W to the companies responsible for other aspects of his complaint was reasonable too.

Mr W disagreed and asked for an Ombudsman's decision.

I issued a provisional decision explaining why I was thinking of not upholding Mr W's complaint. It said:

"I can only require Atlanta to compensate for the actions, or inaction it's responsible for. And here, most of what's being complained about isn't actually Atlanta's responsibility,

I can see why, from a customer's point of view, Mr W thinks Atlanta should be responsible for the actions of the companies it referred him to, but that's not the case. It is however responsible for the referral itself. So I can consider how clear that referral was, and if it wasn't clear, whether I think that, at the time, Mr W would have acted differently.

K isn't Atlanta's agent here, which means Atlanta isn't responsible for its actions. But even if it were, the action it was carrying out here was claiming from the third party's insurer, it wasn't assisting in claiming from Mr W's policy with M. That's not an activity we can look at - it's not within our jurisdiction. So any delays with K, or service provided by it, isn't something I can look at against Atlanta.

The same goes for C and its actions. Although C was carrying out a different role to K, ultimately it was still assisting with a claim directly against the third party.

M, as Mr W's insurer is carrying out activities we can look into. It's responsible for the settlement of Mr W's claims – so if that's a dispute he has, that's one for M to answer. Similarly, M is responsible for setting the premium of the policy. I can see Atlanta issued a revised renewal and waived a change of vehicle charge. But if Mr W remains unhappy with the premium charged, again, that's a complaint for M to answer.

I can understand having to deal with so many companies is distressing, and not likely what Mr W expected when he made the claims. But I'm satisfied that referring him to the relevant companies was reasonable, and the correct course of action for it to take.

That said, as set out above, when referring to these other companies, it should be making it abundantly clear that it's doing so. Importantly, especially where K is involved, it should be setting out clearly the benefits and drawbacks of using K as opposed to claiming directly from Mr W's policy with M.

Atlanta has acknowledged it didn't do that.

But, simply because it didn't do that, it doesn't mean that it becomes responsible for the actions of those companies. I've got to consider what likely would have happened had it's referrals been clear.

In terms of referring to C, I found this most likely would have happened anyway. Mr W was making a personal injury claim. I can see Mr W does have legal expenses cover, so another option would have been to claim on that aspect of the policy. But I've not seen anything to persuade me that would have happened. And, even if it did, a solicitor, like C, would likely have become involved at that point. I appreciate with hindsight Mr W might disagree with me – but at the time of the claim, I'm not persuaded he would have made a different decision.

But even if he would've made a different decision and made a claim on his legal expenses cover, that too doesn't make Atlanta responsible for C's actions. C is acting separately, and responsible for its own actions. I don't find that at the time of referral, it was foreseeable that there would be any issue.

In relation to the referral to K. I'm less sure about what would have happened had Mr W been given all the information in a fair and balanced way. There's simply no way of knowing.

There's an argument to say he would have not decided to go with K. But that's all through the lens of hindsight. In truth, there's simply no way of knowing what he would have done at the time.

That said, as with the referral to C, even if I accept Mr W would have taken a different route

and never been involved with K, I don't think Atlanta, in this case, can be held responsible for K's actions or inactions. I don't think it was foreseeable Mr W would experience issues with K at the time of the referral.

That said, I can see here that K has acknowledged issues with how it progressed Mr W's claims. I can see it's offered compensation of £300 for that. As stated above, I can't consider K's actions here, but it's good to know what it's offered as compensation for context.

In addition to that £300, Atlanta has offered £350 compensation. It's not specifically said that's because of its poor referral, but it's said it should have passed the claim to M sooner than it did.

I've considered that, along with the poor referral and I'm persuaded its adequate compensation for the delay caused to the claim and the distress and inconvenience caused by having to deal with so many companies when Mr W thought he'd just be dealing with one."

Neither Mr W nor Atlanta replied.

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.

Because neither party replied to my provisional decision, I see no reason to depart from its findings. Therefore, my provisional decision set out above becomes my final decision in both reasoning and outcome.

My final decision

For the reasons set out above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 22 August 2025.

Joe Thornley
Ombudsman