

## **The complaint**

Mr M complains that Atlanta Insurance Intermediaries Limited (trading as Be Wiser) pursued him for premiums after his motor insurance policy was cancelled.

## **What happened**

Mr M applied through an online comparison site for a motor policy with an insurer. Atlanta arranged the policy which included arranging how Mr M was going to pay his premiums.

When Mr M received his policy documents, he noticed a claim his wife was involved in wasn't recorded and he called Atlanta on 3 December 2024 to rectify this. When the claim was recorded correctly, Atlanta let Mr M know that there would be an increase in premium.

Mr M says he sent Atlanta a letter the next day that said:

- Because Atlanta doesn't have a return email address, Mr M spent a considerable amount of time that day trying to reach Atlanta by phone.
- Atlanta's phone line was either endlessly engaged, or when he succeeded to get through, he was kept waiting on the line until it eventually cut off.
- Having considered the revised policy, he wanted to cancel from that date.

In late December, the credit provider set up a direct debit for the monthly premium. Mr M says he contacted his bank and told them he didn't agree to any direct debit – and the bank returned his money.

In early January, Atlanta sent Mr M an email about the missed payment, saying he should call the number on the letter within seven days. And they sent a second email in mid-January, saying Mr M should call that day. They said if they didn't hear from him, they'd cancel the policy on 20 January 2025.

On 21 January 2025, Atlanta emailed Mr M again confirming his policy was cancelled. And said they'd take the outstanding balance from the card they had on record for him. Mr M said he wrote to the credit provider telling them that neither they nor Atlanta had authority to remove money from his account.

Over the next three months, Atlanta continued to remind Mr M of the outstanding payment, and in March they warned him that the balance may be sent to one of their debt collection agencies.

Mr M wasn't happy with this, and he made a complaint. Atlanta responded:

- They didn't receive Mr M's cancellation letter, so the policy remained active.
- If they received the letter, they would have sent correspondence to Mr M in return to acknowledge the request. But they didn't receive it, so the policy remained in force until it was cancelled for non-payment.

- When Mr M purchased the policy, he accepted that it would be set up over a loan agreement – and by paying the deposit, this was acceptance of the loan and policy terms presented to Mr M. So they didn't agree that any loan was set up without Mr M's consent – and they don't need a physical signature.
- They didn't find any record of Mr M attempting to call on 4 December 2024.
- Atlanta doesn't have control over the premium set by the insurers.

Mr M wasn't happy with this response so asked our Service to intervene. He told us that he thinks Atlanta's business methods are underhanded and designed deliberately to prevent customers from redressing any difficulties that emerge. And that they won't allow a customer to reply to emails, ignore any written communication by post and won't answer their phone in a timely manner.

He said he wanted Atlanta to backdate the cancellation to 4 December 2024, stop pursuing him for the premiums, pay compensation for distress caused by them and their debt collection agency, and change their business practices and communication channels for customers.

Our Investigator didn't uphold Mr M's complaint, saying Atlanta didn't act unfairly.

Mr M didn't agree. He said money was taken from his account even though no direct debit mandate had been signed. He insisted that a general statement on an application form saying a customer is prepared to pay by direct debit is not sufficient to set up a direct debit, and section 67 of the Payment Services Regulations 2017 says it's illegal and against BACS rules to set up a Direct Debit without the customer's explicit authorisation through a properly completed Direct Debit Instruction.

He also reiterated that he tried to get through to Atlanta many times but couldn't, he tried using webchat but that didn't work, and it's unfair that Atlanta can deny contact through email when they use it themselves. He said we shouldn't discount the letter Mr M sent to Atlanta in December when we have a copy of it.

The complaint couldn't be resolved, so it has been sent 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.

Ours is an informal service and I'm not going to respond here to every point or piece of evidence Mr M and Atlanta have provided. Instead, I've focused on those I consider to be key or central to the issues. But I would like to reassure both that I have considered everything submitted.

There are two separate contracts between parties here – one is the insurance contract and the second a credit agreement. What I've considered is whether Atlanta acted fairly in their role as a broker in setting up and administering Mr M's policy, arranging the cancellation when they did, and pursuing Mr M for payments.

Atlanta arranged for a credit provider to agree a separate arrangement with Mr M so they can take payments over monthly instalments for his premiums. Whether this agreement was set up fairly in line with the Payment Services Regulations 2017 by the credit provider isn't in the scope of this complaint, and Mr M may be able to raise another one to his credit provider about it.

It's also not within my remit to look into or comment on Atlanta's business practices more generally – I can only consider whether they treated Mr M fairly and reasonably, not the general public or other customers.

Mr M's policy says he has a right to cancel his policy at any time by contacting Atlanta verbally or in writing. This would include Mr M contacting Atlanta by letter or over the phone.

I've listened to the call between Mr M and Atlanta made on 3 December 2024. I didn't hear Mr M having any intention to cancel the policy. And although he sounded disappointed about the increase in price after his wife's record was corrected, he said to Atlanta that he still wanted to pay by direct debit.

Mr M said it was after this that he decided to cancel his policy. He said he rang several times but couldn't get through so sent a letter instead. Atlanta said they have no record of receiving the letter or of Mr M's attempted calls.

Atlanta sent us the list of calls they have on their system, and it shows two Mr M made on 3 December 2024 – the one mentioned above and a five-minute call. The list doesn't show any other calls until August 2025. Mr M said his phone no longer has a record of calls from that long ago, so he can't provide evidence of the attempted calls.

Mr M said he sent a letter on 4 December 2024 cancelling the policy – and has sent us a photograph of that letter. Atlanta said they never received it. I can see the address on the letter is the same as Atlanta's address on the policy documents, so if it was sent, it would have likely been delivered to the correct address.

I looked at the metadata from the photo of the letter to see if it would tell me when it was taken. If it was around the time Mr M says he sent the letter, I think it would indicate that it was more likely he did send it to Atlanta in December 2024. While this wouldn't show it was sent at that time, I might find it persuasive given the data would show the letter was in Mr M's possession at the time he said it was sent.

The data says the photo was taken on 2 May 2025 and showed the type of phone the photo was taken on. This doesn't necessarily show the letter *wasn't* sent when Mr M says it was, but it also doesn't support his testimony that it was.

Mr M's phone will keep a record of calls he attempted to make, and his mobile contract provider will likely have a longer record of attempted calls. It's possible that his phone no longer showed his attempts to call Atlanta, but without additional evidence of these calls, I don't have anything to back up Mr M's testimony that says he tried many times to cancel his policy over the phone. So, I find Atlanta's call system notes more persuasive that no call took place.

Mr M also had a chance to contact Atlanta to explain his situation. He may not like that he couldn't contact them by email, but that doesn't mean he couldn't have contacted Atlanta again after they sent him emails in January. And as the Investigator pointed out, a payment was attempted in late December, so Mr M could have contacted Atlanta at that point if he was concerned his policy wasn't cancelled and payments were being taken. I haven't seen that he tried to do this.

Mr M says he set up new insurance on in late December 2024. From this, I think it's likely Mr M thought he did make Atlanta aware he wanted to cancel his policy. But I haven't seen enough to persuade me he gave the required notice to Atlanta that he wanted to do so. And I think it's reasonable for Atlanta to say they weren't aware of the Mr M's letter. It follows that I think it was fair for Atlanta to have continued cover until they cancelled his policy for another

reason.

In the Demands and Needs section of the policy documents, it says:

- Mr M entered into a credit agreement in which the credit provider provided him with credit to finance the payment of the premiums under his insurance contract Atlanta arranged.
- Mr M agrees to pay promptly the instalments and other money which he's liable to pay to the credit provider under the credit agreement.
- Mr M agrees to pay promptly all the premiums and other money which he's liable to pay to the insurer under the insurance policy (including any money payable under the policy which is not covered by the drawings he makes under the credit agreement and any money which becomes payable under the policy following the cancellation or termination of the credit agreement).
- Mr M agrees to indemnify Atlanta in full against any money which, under the arrangements between Atlanta and the credit provider, they have paid, or are liable to pay, to the provider following a failure by Mr M to pay any money he owes to the credit provider under the credit agreement.

So, under the agreement between Atlanta and Mr M, Mr M should promptly pay any premiums owed under the credit agreement and all premiums owed to the insurer. I appreciate that he doesn't think the credit agreement was fairly put in place, but that doesn't mean the premiums weren't owed. Since the policy was in force, and I haven't been persuaded Mr M contacted Atlanta over the phone or in writing to cancel the policy earlier, I think it's reasonable for Atlanta to expect payment for time on cover.

The policy allows Atlanta to cancel a policy where a credit agreement has been cancelled or premiums haven't been paid. Mr M refused any attempted payments through direct debit or using his card as he didn't agree the payments were taken in line with the relevant rules.

The policy says that Atlanta may cancel Mr M's policy by sending him seven days' written notice, either by email or to his last known address, if they have a good reason for doing so. It lists not making a payment for his insurance policy when it's due as an example.

Whether or not Mr M agreed to the direct debit instruction, the premiums weren't paid, and Atlanta were still entitled to collect that payment. When Atlanta found the payment wasn't made, they gave reasonable notice, but Mr M refused to pay. So I'm satisfied when they cancelled the policy, they did so fairly and in line with the policy terms.

When there was still an outstanding balance after the cancellation, I'm satisfied they took reasonable steps to contact Mr M, but he didn't respond. And the policy allows them to pass any outstanding debt to a debt recovery agency – which is what they did. So, I don't think they acted unfairly in cancelling the policy the way they did or for pursuing Mr M for the outstanding premium.

Mr M said he took out new insurance while the one arranged by Atlanta was still in place. This would mean he was 'dual insured' – which is where he's paying twice for the same kind of insurance even though he'd only be indemnified once if something happened.

I can see that Atlanta highlighted this to him in their final response letter and offered to pass on any evidence of another policy if he sent it to them. They said, if this happened, they would ask the insurer to backdate the cancellation of the policy which may result in a refund being due from the insurer – and they would reduce the outstanding balance sent to the debt

collectors. I think this offer is reasonable as it would allow him to be put back in a position where he's paid one premium to be covered once.

Had Mr M sent Atlanta a copy of his policy, I would have expected them to follow through with this and attempt to have the insurer waive the premiums he was dual insured for. And I would have likely directed them to do so had he sent evidence of the additional policy to our Service. But I haven't seen it, nor have I seen that he sent it to Atlanta, so I'm not directing them to follow up on this. But he can still contact Atlanta with evidence if he wants them to talk to the insurer.

### **My final decision**

For the reasons above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 27 November 2025.

Andrew Wakatsuki-Robinson  
**Ombudsman**