

The complaint

Mrs R's complaint is about a mistake Atlanta Insurance Intermediaries Limited trading as Swinton ("Swinton") made when they renewed her home insurance policy.

Mrs R says Swinton treated her unfairly.

What happened

In February 2022 Swinton renewed Mrs R's home insurance policy. When doing so they failed to include legal expenses insurance cover which she'd previously held and wanted as part of her renewal.

Swinton acknowledged they'd made a mistake and said this was down to a system error, which only appeared to affect Mrs R but not others more widely. Mrs R has since cancelled her cover with Swinton.

To apologise for their error, Swinton said they:

- would consider funding a claim under the policy terms when the policy should have been active but wasn't, so Mrs R wouldn't lose out;
- refunded their renewal administration fee of £35;
- waived the £40 administration fee applicable to the cancellation of the policy;
- paid her £100 in compensation to reflect the inconvenience they'd caused her.

Our investigator considered Mrs R's complaint and concluded that it shouldn't be upheld. Mrs R doesn't agree. She says Swinton haven't paid her the £100 they'd promised or returned the renewal charge of £35. She also said she had trouble claiming on the policy for the period she should have been on cover for, despite Swinton's assurances.

Because of this the matter 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.

Having considered everything, I agree with our investigator that the offer Swinton has already made is enough to put things right in this case. These are my reasons:

- Swinton accept they made a mistake by not including legal expenses insurance cover when Mrs R renewed her policy. The offers they've made to put things right accord with what this Service would award in those circumstances, so I don't think any further awards are necessary. In particular, I think the offer of compensation of £100 is adequately compensates Mrs R for the stress and inconvenience she was put to, to deal

with the issue.

- I appreciate that Mrs R says that Swinton haven't yet paid her the amounts they said they were going to - namely £135 consisting of the offer of compensation and a refund of the renewal administration fee. If Swinton haven't already paid these amounts, they should do so now.
- Mrs R also says she's had trouble claiming on the policy for the period Swinton said they would cover. Based on what she's said, I'm not sure whether this is a claim that falls into that specific period or indeed whether it's something the policy covers at all. That's something Swinton will need to consider separately under the specific policy terms that would have applied if the policy had renewed as it should have. If she hasn't already contacted them directly about this (rather than through the legal expenses policy's claims handlers), Mrs R should now do so. If Mrs R remains unhappy with the outcome of her claim that will amount to a separate complaint. Swinton will need to consider that on its own merits, given its current promise to consider claims that would have been covered by the policy it should have put in place before it was cancelled by Mrs R.
- Mrs R has suggested the system error Swinton says affected her policy renewal is likely to have affected others and not only her. She feels Swinton are wrong to suggest this was the case. As I'm only looking at Mrs R's complaint, I can't comment on mistakes that might have been made on other policies. So, I can't consider that issue. I can only look at the impact of Swinton's mistake on Mrs R, which is what I've done here.

Putting things right

For the reasons I've explained I think what Atlanta Insurance Intermediaries Limited, trading as Swinton has already agreed to do to put things right is a fair way of resolving this complaint. So, my decision is that it will need to pay the compensation it's offered and consider the legal expenses claim Mrs R has referred to once she refers it to them directly.

My final decision

I uphold Mrs R's complaint against Atlanta Insurance Intermediaries Limited, trading as Swinton and direct it to comply with my award of fair compensation set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 8 August 2023.

Lale Hussein-Venn
Ombudsman