

The complaint

Mrs G has complained that Atlanta Insurance Intermediaries Limited trading as Swinton failed in its service being the broker/intermediary of her motor policy following a breakdown on a motorway plus a subsequent accident.

What happened

Mrs G broke down on a busy motorway in August 2022. Mrs G said she thought she hit something on the motorway causing her car to breakdown. Her recovery agents failed to act fast enough in attending to her, so the police recovered her to a car park. Her car was left there overnight, and another car drove into her car causing further damage.

Mrs G complained that Swinton didn't inform her motor insurer about her claim, then automatically renewed her policy when she didn't want that to happen and then offered her pet insurance in the middle of her conversation dealing with the upsetting and traumatic events that had happened to her. She also complained about having to deal with non-UK call centres in trying to call Swinton.

Mrs G's complaint was complicated by the fact that three different entities were involved in the situation. The providers of her recovery cover, Swinton her broker or intermediary, and her actual motor insurer. This particular complaint is only dealing with Swinton's actions. When Mrs G complained to Swinton, it acknowledged that its agent trying to sell her pet insurance in the middle of a call about her car breaking down was wrong. Plus, it shouldn't have renewed her policy when she didn't want it renewed. So, it paid her £25 compensation for this. It didn't however think it had done anything wrong in forwarding her claim to her insurers.

Given the complications of the matter, Mrs G brought her complaint to us. The investigator dealing with this complaint against Swinton was of the view that Swinton hadn't done anything wrong in passing her claim to her insurers. She agreed it had done enough to put things right concerning the renewing of her policy plus trying to sell her pet insurance. Mrs G didn't agree so her complaint was passed to me to decide.

I issued a provisional decision on 15 November, and I said the following:

'First, I want to acknowledge that Mrs G has been through an awful time since her car broke down in the middle of a busy motorway in August 2022. That in itself was very traumatic and frightening. Then the confusion and muddle of three separate entities effectively being involved in one incident was also confusing and distressing. Mrs G is elderly and does suffer health problems too, so she has vulnerabilities. I do understand what a tiresome and distressing process she has been through, and I hope now that I can get things more clarified for her.'

I also understand that from Mrs G's point of view she really only has one complaint. However, as we write legally binding decisions if the consumer accepts our outcome, we can only deal with one entity at a time in each decision or complaint so that the

outcome is only against that one business. That's the reason we had to split Mrs G's complaint into three complaints. The one against the recovery provider has already been dealt with and I'm dealing with the other two, namely this one against Swinton her broker/intermediary and also the one against her insurer.

So, in this decision I'm only looking at what Swinton did when Mrs G contacted it about her damaged car. Her car was damaged initially because Mrs G felt she had hit something in the road when driving along on the motorway. But her clutch had also failed which Mrs G paid to have repaired. Her car's bodywork was also damaged given the recovery company didn't recover her at all from the busy motorway, so the police took her to a car park where it was left overnight and someone else crashed into it causing damage to the body work.

Also, by this stage, Mrs G was extremely upset about the way her recovery provider had acted when she called it from the side of the motorway, having broken down. However, Swinton isn't responsible for the way the recovery provider behaved. And Mrs G's complaint against the recovery company has already been dealt with by another ombudsman, which means I can't reconsider anything to do with the recovery company's actions.

She was also upset her calls to Swinton were routed to non-UK call centres. However, I have no authority to tell Swinton that it can't use non-UK call centres either. Each business is entitled to use whatever methods it pleases in this situation provided it's not prohibited by the regulator. There is no prohibition on using non-UK call centres for insurance business.

Swinton acknowledged it shouldn't have renewed Mrs G's policy automatically when she didn't want to renew it. It rectified this as soon as it was aware, so other than causing that small level of inconvenience, there was no detriment to Mrs G. Swinton also acknowledged its agent shouldn't have tried to sell Mrs G pet insurance (solely because the agent heard her dog bark on the call) when she was talking about the extensive issues that had gone on since she broke down on the motorway. Swinton paid Mrs G the sum of £25 compensation for these errors. I consider that's a fair sum since there was no detriment to Mrs G other than yet more irritation. So, the major substance of Mrs G's complaint is that she thought Swinton didn't pass on the details of her accident and further damage to the insurers properly. Swinton being an intermediary/broker, are solely responsible for taking the correct details and passing them on to the insurance company in situations like this. So, I've looked very carefully at what Swinton did.

Mrs G phoned Swinton on Sunday 21 August which was answered by its agents. Obviously, Mrs G was very upset by what had happened with the recovery provider, so she mentioned that company a lot in the call recording. Initially the agent thought that that company was her insurer but realised as the call progressed her insurer was a different company.

I don't think the agent did anything wrong in this call. They were kind and sympathetic and took all the details that they should have. They also explained that the details would all be passed on to the insurer and provided her with a claims reference. The agent also explained that because it was a Sunday, and the underwriters weren't open nothing would be passed to them until the next day. The agent further explained the insurer would be in direct contact with Mrs G too. It's clear on the call recording Mrs G understood this.

As the investigator explained, we then looked at the information which Swinton's agent passed to the insurer, and that was all in order also. It took all the details of the breakdown and then the further damage, which happened when Mrs G's car was parked in the carpark overnight, and that there were no details of this driver who hit Mrs G's car in the car park.

However, it's clear from Swinton's file that Mrs G was in regular contact complaining about how everything was being handled. It's also clear that Mrs G was upset, distressed and at times understandably confused over which entity was what. As her broker and intermediary, I do think Swinton could have helped more with the fact that her policy had in effect three different entities including it with which Mrs G had to negotiate and try and keep tabs on all the issues. And it's clear Mrs G was finding this difficult. Therefore, I consider Swinton didn't help as much as it could have done in its service to Mrs G. And this therefore helped to cause her additional distress and upset. So, I consider it should pay Mrs G the sum of £100 compensation in addition. This is in line with our approach for such failures in service and I consider it fair and reasonable here.

So, in conclusion I think it's right Swinton acknowledged the issues with the automatic renewal and the attempted selling of pet insurance which was wrong, and that compensation of the £25 paid to Mrs G, is right for these minor and very unwelcome further irritations. But I think it could have done more to help Mrs G in navigating everything more successfully. So, I think it should pay Mrs G the further £100 compensation.'

Swinton didn't respond to my provisional decision. Mrs G mentioned another entity which is actually an agent of her insurer, not of Swinton. Also, she noted the carpark where her car was taken to by the police was not an overnight carpark but a carpark for a fast-food outlet. She didn't however say whether she agreed with my provisional decision or not.

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 done so again, I'm upholding this complaint for compensation only. I'll now explain why.

The entity which Mrs G mentioned is actually an agent of her insurer, not of Swinton, so it has no relevance in this complaint. And it's always been clear her car was taken by the police to a carpark rather than a secure compound. Again, that has nothing to do with Swinton.

Therefore, in the absence of any further information as regards Swinton's actions from Mrs G and in the absence of any comments from Swinton itself, I see no reason to change the outcome I detailed in my provisional here.

My final decision

So, although I understand Mrs G might still be disappointed with my decision, for these reasons, it's my final decision that I uphold this complaint for compensation only.

I now require Atlanta Insurance Intermediaries Limited trading as Swinton to pay Mrs G the sum of £100 compensation in addition to the £25 it said it paid her. So that the total compensation payable to Mrs G is £125 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 1 January 2024.

Rona Doyle
Ombudsman