

## **The complaint**

Mr S complains that Atlanta Insurance Intermediaries Limited trading as Swinton Insurance mis-sold him a personal accident policy.

## **What happened**

Mr S took out a personal accident policy in 2011. He says he was mis-sold the policy as at the time he was living at home with his parents, was in good health and had no dependents. He says he was pressured into taking out the cover and he's not been receiving documents. Mr S recalls that this call took place after he'd taken out a loan.

Swinton said they didn't have information about the sale of the policy given the passage of time but Mr S could have cancelled the policy at any time. They explained that they'd contacted Mr S at the address they held on file for him and that on two occasions, when documents were returned to them, they tried to contact Mr S by phone. Unhappy with their response Mr S complained to the Financial Ombudsman Service.

Our investigator looked into what happened and didn't uphold the complaint. In summary, he didn't think there was persuasive evidence the policy was mis-sold and that Swinton had acted reasonably based on the information they held about Mr S's contact details.

Mr S didn't agree and asked an ombudsman to review the complaint. He says the policy was mis-sold and that Swinton could have contacted him by email or phone. So, I need to make a decision.

## **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.

The relevant rules and industry guidelines say that Swinton needed to ensure the policy was right for Mr S and give him information that was clear, fair and non-misleading.

I'm not upholding Mr S's complaint because:

- I'm not persuaded that the policy was mis-sold. It offers cover for a range of life changing injuries, hospital benefit and death. So, I don't think Mr S's circumstances at the time meant this was unsuitable for him. I still think he could have benefitted from the benefits it provided.
- I've seen no compelling evidence that Mr S was pressured into taking out the policy after taking out a loan. Mr S hasn't given detailed or persuasive testimony about the conversation. There was a cooling off period of 14 days where Mr S could cancel without charge. And, in any event, he was free to cancel the policy at any time. He's kept the policy since 2011 and so I don't think it's reasonable to conclude he was pressured into taking it out.

- It's Mr S's responsibility to ensure his contact details are kept up to date, including his address. That's set out in the policy terms. And I think it's reasonable for Swinton to send documentation to the address they hold.
- When documents were returned to Swinton on two occasions they tried to contact Mr S by phone. There's no specific requirement for them to email Mr S and I think they made reasonable attempts to contact him. So, this point hasn't changed my thoughts about the outcome of this complaint.

### **My final decision**

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 27 December 2023.

Anna Wilshaw  
**Ombudsman**