

The complaint

Miss E is unhappy with information she says she was given by Swinton Group Ltd after she got in touch with it about her legal expenses insurance policy.

What happened

Miss E has had home contents insurance arranged through Swinton for a number of years. Alongside that she has legal expenses insurance cover. In December 2018 Miss E had a procedure at a hair salon that caused an injury. She says she called Swinton about pursuing a personal injury claim but was told she didn't have legal expenses cover. So she appointed her own solicitors to progress the claim.

In June 2020 she contacted Swinton again. She was advised she did have legal expenses cover and was referred to the insurer's claims handlers. Initially Swinton provided them with inaccurate information about the start date of her policy but that was resolved within a week. However, the claim was turned down because Miss E hadn't contacted the insurer prior to starting proceedings and only after a settlement had been offered.

Miss E said she hadn't done that because Swinton told her she didn't have cover for legal expenses. She thought it should pay her solicitor's costs. She also said she'd incurred additional costs because of the error Swinton made over the start date of her policy. Swinton said there was no record of Miss E contacting it about her legal expenses policy prior to June 2020.

Our investigator asked Miss E for further information about when she contacted Swinton and what number she called from. Miss E said she thought she'd called from a work number but couldn't provide further information on that. Our investigator noted Swinton had searched its records for calls from the numbers Miss E had provided and while it had found some earlier calls none of these related to her legal expenses claim.

So he couldn't say Swinton had got anything wrong here. And he didn't think the recent error by Swinton in providing inaccurate information about the policy start date had significantly affected the progress of her claim. Miss E didn't agree. In particular she said the second error by Swinton meant she incurred solicitor's costs in sending emails and making follow up phone calls. So I need to reach a final 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.

It's clear Miss E did have legal expenses insurance when the incident at the salon took place in December 2018. But she says she was told by Swinton that wasn't the case. And as a result she didn't use her policy to pursue the claim.

The difficulty for Miss E is that there isn't other evidence to support that. Swinton has explained that where it receives contact from a consumer a note is added to the computerised customer record which enables it to identify any call. But in this case there

aren't any notes relating to the conversation Miss E recalls taking place. Of course it's possible that because of an error a note wasn't added but I can see Swinton has also checked it's logs for all inbound calls from the numbers Miss E supplied. And that hasn't identified any calls from her which relate to this issue until the call she made in June 2020.

I appreciate Miss E might have called from a different number and she thinks it could have been from her work. But she hasn't been able to provide any further information on what that number might have been. I understand that's now more difficult for her because she no longer works for the same company but in the absence of further evidence of that call and her conversation with Swinton I can't say it's done anything wrong here.

However, it's not in dispute Swinton did make an error following the call Miss E made in June 2020. Its records suggest that on 30 June it gave the insurer's case handlers the wrong start date for her policy. I appreciate that will have caused Miss E some inconvenience as I understand she then needed to provide policy numbers to show cover was in fact in place. But I can see that issue had been resolved by the time Miss E got back in touch with Swinton a week later.

Given the relatively short time taken to resolve this matter I don't think any inconvenience to her is something that would justify a payment of compensation. Miss E has also said she incurred solicitor's costs in relation to this. However, there's no reference to that in the note of a call she had with Swinton on 8 July 2020 which records Miss E as saying she provided the policy numbers to the insurer. And in any case I don't think this is an issue on which she would need input from solicitors. So I don't think any costs she did incur here are ones Swinton would be responsible for.

My final decision

I've decided not to uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Miss E to accept or reject my decision before 15 June 2021.

James Park
Ombudsman