

The complaint

Mr B has complained that Atlanta Insurance Intermediaries Limited trading as Swinton Insurance (Swinton) mis-sold a car insurance policy to him.

What happened

Mr B bought a car insurance policy online with a comparison website through a broker, Swinton in 2021. He subsequently renewed his policy each year through Swinton.

In June 2024 Mr B made a windscreen claim under his policy. Swinton told Mr B his claim was limited to £150, which he was unhappy about. Mr B cancelled his car insurance policy and raised a complaint. He said Swinton hadn't made it clear to him when he bought the policy about the windscreen claim limit.

Swinton didn't uphold Mr B's complaint. So Mr B asked us to look at his complaint.

One of our Investigators didn't think Swinton had acted unreasonably.

Mr B doesn't agree Swinton was clear enough about the windscreen limit and wants an ombudsman 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.

I've looked at the policy information Swinton provided Mr B with when he bought his policy. During the online journey, Mr B was presented with a choice of policy cover; essential, classic, or premier. These policies provided cover from basic to enhanced, and the price reflected that.

Mr B opted for essential cover. A screenshot provided by Swinton shows that this sets out the windscreen limit of cover at £150 under essential cover, and for comparison, no limit under classic or premier.

Under Mr B's policy documents sent to him online via a portal, Swinton provided an Insurance Product Information Document (IPID). I understand Mr B says this wasn't easily accessible under the portal as he had to navigate through an online menu in order to access the IPID. But I can't reasonably say that Swinton didn't provide Mr B with all of the important information needed for him to make an informed decision about whether the policy suited his needs. I say this because the IPID highlighted;

"What is insured?

Windscreen and Window Repairs or Replacement

Cover Level – Up to £150"

And under Mr B's 'welcome documents' at inspection and renewal, Swinton wrote;

"Take a moment to look through the enclosed documents to check everything is correct. If you'd like to change anything or something is not quite right please contact us via live chat straight away or give us a call so we can fix it for you. You can also log into your portal using your user name which is (Mr B's login details inserted here)

and password. You can check your documents or make changes to your policy at any time at www.swinton.co.uk/myaccount.”

So I find Swinton made the limitation for a windscreen claim sufficiently clear to Mr B.

I understand Mr B feels he was forced to cancel his policy because he believes the policy limit wasn't highlighted to him. But I don't agree for the reasons I've given above. So I think it was Mr B's choice to cancel his policy which he is entitled to make, and Swinton's decision to charge a cancellation fee in line with the policy terms was fair and reasonable.

My final decision

I'm sorry to disappoint Mr B. But my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 19 March 2025.

Geraldine Newbold
Ombudsman