

## **The complaint**

Mr B complains that Atlanta Insurance Intermediaries Limited (trading as Swinton Insurance) misadvised him about his personal accident insurance policy.

## **What happened**

As both sides are familiar with the background to this complaint, I've only summarised what happened below.

Mr B has a personal accident insurance policy. It is arranged by Atlanta Insurance Intermediaries Limited (who I'll refer to as Swinton in the body of this decision) and underwritten by another business that isn't subject to this complaint.

In January 2025 Mr B had an accident at work. He made a personal accident claim in March 2025, but that was declined on the basis that he'd been working abroad, and the policy didn't cover working outside of the UK for more than 26 weeks in the 52 weeks before a claim.

Mr B disagreed with that decline and approached Swinton. He said he'd called it in 2015 to explain he was due to start working abroad, and it had told him his circumstances would still be covered at the time. So, given the above decline Mr B said he'd been misadvised.

Swinton investigated Mr B's concerns and said it was unable to find any reference to being told he worked away. Swinton said being notified of such information would have led to further questioning on his policy, but there were no records of queries of that nature. It said it reviewed another policy Mr B previously held with it too, but there was nothing on that to show his job was based abroad either.

Swinton didn't agree that it had acted incorrectly or given any inaccurate advice because of the above, so didn't uphold Mr B's complaint. As Mr B remained unhappy, he brought his complaint to this service and one of our investigator's looked at what had happened.

Our investigator said there was no evidence to substantiate Mr B's testimony about telling Swinton he was working abroad, nor anything to demonstrate that Swinton had told Mr B he'd be covered outside of the UK. They said the policy documents Swinton had provided clearly set out information about territorial limits too. And that although they had considered whether a premium refund might be appropriate, the policy covered Mr B's family too, so given they'd still had access to its benefits that wasn't something they'd be considering further.

Mr B didn't agree. He reiterated that the call in 2015 had taken place and explained why he thought Swinton had lied and deleted evidence of it to avoid liability. So, as no agreement was reached the matter was 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 done so I won't be upholding Mr B's complaint. I'll explain why below, but I do realise this outcome will be disappointing for him. If I don't explicitly refer to something below it's not because I haven't considered it. Rather it's because I have chosen to focus on those matters I consider central to the outcome of this complaint.

I am not upholding this complaint for the following reasons:

- Swinton had a responsibility to provide Mr B with enough information to decide if the policy was right for him. That information should have been clear, fair and not-misleading.
- That Mr B was working outside of the UK for more than 26 weeks in the 52 weeks before his claim isn't disputed. What is disputed is whether he told Swinton he was working abroad, and whether Swinton then told him the policy would cover him for that.
- Mr B says he told Swinton by phone in 2015, but aside from his testimony there's a lack of evidence to corroborate that. Swinton has provided the communication record it holds for the policy. A copy of this has been shared with Mr B, so he'll have seen that while it shows a variety of administrative activities (for example contact entries and letters being sent) it doesn't show a call in 2015.

I appreciate Mr B says Swinton may have altered that record and deleted the 2015 call to avoid liability, but the evidence provided to this service is accepted in good faith and I haven't seen anything to show what Swinton provided here was doctored or altered in anyway.

- That's not to say that Mr B's testimony hasn't been accepted in good faith either – it has, but I must bear in mind that the contemporaneous evidence made available doesn't corroborate it. So, it's not that I disbelieve Mr B as he has implied. It's just that I'm not persuaded it would be fair of me to conclude that he did tell Swinton he was working abroad in the absence of any supporting evidence to demonstrate that.
- I am also mindful that the policy documentation Swinton continued to provide from 2015 onwards clearly set out the restrictions on working abroad. For example:
  - A letter about automatic annual increases in April 2016 – just four months after Mr B says he'd told Swinton he was working abroad – said:

*"We'd also like to take this opportunity to check you remain eligible for this policy... Please take a look at the criteria below and contact us if you think you may no longer be eligible."*

*To remain eligible for this policy:*

- *You/your partner do not work outside the United Kingdom for more than 6 months in each 12 month period starting from the commencement date."*
- An updated policy schedule in April 2021 and an annual policy reminder in April 2024, both cited the following eligibility criteria:

*"You do not work outside the United Kingdom for more than 6 months in each 12 month period starting from the commencement date."*

- And the Insurance Product Information Document (IPID) and policy terms and

conditions said:

*“Where am I covered?”*

*England, Scotland, Wales, Northern Ireland, Channel Islands and the Isle of Man and any country within the world for up to 26 weeks within any 12 month period.”*

So, while I appreciate Mr B says that from 2015 onwards he believed he was covered for working abroad, I’m satisfied that Swinton continued to provide enough clear, fair and not-misleading information for him to check that the policy was still right for him.

- I’m sorry to learn of Mr B’s injury and the lasting impact it’s had on him. I realise he is very frustrated about what has happened, and I know he’ll likely be further disappointed by my findings, but for the reasons given above I won’t be interfering with Swinton’s position.

### **My final decision**

My final decision is that I do not uphold this complaint against Atlanta Insurance Intermediaries Limited.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr B to accept or reject my decision before 24 December 2025.

Jade Alexander  
**Ombudsman**