

## **The complaint**

Mr M complains that Partners& Limited ('Partners') didn't provide him with the policy terms for a group personal accident insurance policy.

## **What happened**

Mr M uses a company that I'll call O for payroll services. He opted to join O's group personal accident policy.

In 2022, Mr M made a claim to the insurer after being injured in an accident. The claim was accepted and paid. Though Mr M was unhappy with the settlement amount.

Mr M later complained to Partners that it didn't provide him with the policy terms at the outset.

Partners issued a final response to the complaint on 13 May 2025. It said it was O's broker and did not breach any duty to Mr M.

Unhappy with this response, Mr M brought a complaint to this service. I understand Partners provided Mr M with a copy of the policy terms in November 2023, but he's unhappy he wasn't given this by Partners at the outset. He says Partners failed to ensure he was aware of the coverage offered by the policy when he made his claim, and this undermined his ability to make sure his claim was assessed correctly by the insurer. He says he's incurred legal fees as a result of this.

Our investigator looked into things but didn't recommend the complaint be upheld. She said Partners had a duty to O with regards to the sale of the policy and providing the policy documents, but this didn't extend to Mr M.

Mr M didn't accept our investigator's findings and so the matter has been passed to me for 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.

In considering this complaint, I've taken account of relevant law and regulations, regulators' rules, guidance and standards, codes of practice and what I consider good industry practice. I haven't commented on every point raised by Mr M – I don't mean any discourtesy by that; this merely reflects the informal nature of this service.

The policyholder named on the schedule is O and the policy was sold to O by Partners before Mr M opted to join the policy. Partners is a broker and acts on O's behalf. In other words, Partners' client is O, and not Mr M.

Mr M is a beneficiary under the policy, but as he isn't a policyholder, that means Partners wasn't required to provide him with a copy of the policy.

As Mr M agreed to take out the personal accident cover through O, I think it was for O to provide Mr M with a copy of the policy terms. If he has any concerns about this, he should raise this with O directly. Though this service doesn't get involved in employment disputes, and so we won't be able to consider any complaint Mr M may have against O.

Mr M has told this service the policy shouldn't have been sold to O the way that it was. I understand that's because the insurer told him the intention of the policy was to cover O's employees. I don't know if this is the case, but if so, then I think this is a matter for the insurer, Partners, and O to discuss and decide the way forward. I note that despite the insurer's concerns about this, as Mr M had paid for the cover, it accepted his claim. So, even if the policy was mis-sold to O (and to be clear, I don't know that it was and make no finding on this), Mr M hasn't been affected by this or suffered a financial loss as a result. So, I don't think I need to consider his concerns further here.

I see that after our investigator issued her findings on this case, Mr M let us know he was unhappy with correspondence he received from Partners in May 2025 (I assume he's referring to a final response letter dated 22 May 2025) that related to his data subject access request. This didn't form part of Mr M's initial complaint to this service, so I won't be considering it within this decision. However, I will arrange for one of our investigators to get in touch with Mr M to see if he wishes to raise a new complaint with us about this matter.

### **My final decision**

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 M to accept or reject my decision before 20 January 2026.

Chantelle Hurn-Ryan  
**Ombudsman**