

The complaint

Mrs S complains Atlanta Insurance Intermediaries Limited trading as Swinton Insurance mis-sold her personal accident insurance.

What happened

The background to this complaint is set out in my provisional decision. In summary, Mrs S complained that Swinton mis-sold her a policy. She had Policy A which was inceptioned in 2007 for accidental death and Policy B inceptioned in 2008 for personal accident cover. Mrs S said both policies covered her for the same thing and that she didn't want that.

Swinton said the policies were different when they were sold, although conceded that by May 2023, there were duplicated elements of cover. It said it upgraded Policy A to include personal accident cover. Swinton said it refunded a year's worth of premiums as a goodwill gesture.

Our investigator upheld Mrs S's complaint and recommended Swinton to return all premiums paid for Policy B back to 2008 when it was inceptioned. Swinton didn't respond to her opinion and so the case was passed to me to decide. I provisionally upheld Mrs S's complaint, however, I reached a different outcome to our investigator. I acknowledged the lack of evidence provided by Swinton, but also that of Mrs S. I said based on the available evidence, I was persuaded Policy A was most likely upgraded in May 2023. I referred to Swinton's contact notes which showed an upgrade had been applied at that time.

I provisionally decided it was from that point Mrs S was effectively dual insured and Swinton should refund Policy B's premiums from then. I also said Swinton should pay £200 compensation for the distress and inconvenience this has caused. Swinton didn't respond to my provisional decision, but Mrs S did. In summary she said;

- Swinton has been unable to prove Policy B wasn't mis-sold because it hasn't provided evidence from the time of sale outlining cover;
- Swinton has been fined by the Financial Conduct Authority for not retaining appropriate records for its consumers and that it's continued this pattern of behavior, which has caused her to lose out;
- As neither party can produce evidence to support their positions, it'd be fairer to split the cost of the policy 50/50, meaning Mrs S would receive 50% of her premiums back for Policy B.

And so, it's now for me to make 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.

Having done so, I've decided to implement the findings made in my provisional decision. I've decided that because I think it's a fair outcome in the circumstances. Although I accept Mrs

S's argument about Swinton not keeping, or providing, appropriate records in this case, I still think it's shown enough evidence to persuade me this is a fair outcome.

Mrs S has made other arguments about punishing Swinton for not providing the requested evidence, but that's not the role of the ombudsman. That's the responsibility of the industry regulator, the Financial Conduct Authority and so it would be inappropriate for me to consider increasing the compensation I awarded for those reasons. I'm persuaded Mrs S has been impacted by Swinton's actions, but I consider the £200 compensation a fair reflection of the distress and inconvenience caused. I say that because the evidence shows she was dual insured from May 2023 and not since 2008.

I agree Swinton was unable to provide evidence from the time of sale for both policies. This information would have shown whether both policies effectively offered duplicate cover. But Mrs S has also been unable to show me any evidence that supports that – other than her 2025 renewal documents. I've also been unable to determine whether the policies were sold on an advised basis and so even if I received cover details from 2008, I likely still wouldn't have been persuaded that Mrs S should receive all the premiums she paid for Policy B.

I should say there's also an expectation that Mrs S check her policies over the years to make sure cover is still suitable for her needs. And so, whilst she wanted all premiums refunded, it's unlikely I would have reached that outcome for those reasons.

The evidence provided by Swinton persuades me that, on balance, Policy A was upgraded in May 2023. The contact notes show an upgrade being applied and other correspondence sent to consumers around that time also show the inclusion of personal accident cover. It's for these reasons I say Swinton should return the premiums Mrs S paid for Policy B from then.

My final decision

I'm upholding Mrs S's complaint, as explained in my provisional decision. Atlanta Insurance Intermediaries Limited trading as Swinton Insurance must now return the premiums she paid for Policy B from May 2023, less the years' worth of premiums it's already refunded. It must also pay £200 compensation for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 2 January 2026.

Scott Slade
Ombudsman