

The complaint

Mrs K and Mr K complain about the service they received from TenetLime Ltd when arranging a joint life and critical illness policy in 2021.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. The facts are not in dispute so I'll focus on giving the reasons for my 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 agree with the conclusions reached by the investigator for these reasons:

- Mrs K and Mr K made full medical declarations when speaking to the sales adviser. Following this TenetLine advised Mrs K and Mr K that their application had been accepted in full in February 2021. This was misleading.
- On receipt of their documents from the insurer they noticed that Mrs K's medical condition hadn't been recorded. Mr K needed to spend time sorting this out with the insurer. Although details of the medical condition would anyway have needed to have been provided by Mrs K and Mr K, overall I'm satisfied this failure on the part of the adviser caused inconvenience.
- During the telephone sales calls Mr K was mis-advised about the cash back process. Specifically he wasn't advised that the cash back would be split over four years. He was also put under some pressure to take out single life policies – when he had indicated that his preference was for a joint life policy and he was concerned about the cost of single life policies. I find that overall the service provided was poor.
- TenetLine also concluded that the service they offered was poor and offered £100 in compensation. Mrs and Mr K didn't think this was sufficient for the upset and inconvenience caused to them by the poor service they received. I agree, although not with the proposal for compensation Mr K puts forward. I do accept Mr K had to spend time sorting the matter out, but I've considered the inconvenience suffered as a whole rather than by any hourly rate.
- I would point out too that compensation is intended to reflect actual trouble and upset suffered, it is not intended as a punishment or reprimand for a financial business.
- I'm satisfied that the process should have been more straightforward, Mrs K and Mr K were entitled to rely on the information the sales agent gave them and to assume that the medical details had been included in the application to the insurer in full. I find that compensation is merited but that the sum of £300 (to include any sum already paid) more fairly reflects the inconvenience and upset suffered.

My final decision

My final decision is that I uphold this complaint. I require TenetLime Ltd to pay Mrs K and Mrs K £300 in compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K and Mr K to accept or reject my decision before 10 June 2022.

Lindsey Woloski
Ombudsman