

The complaint

Mr and Mrs C complain about the service they received from Sun Life Assurance Company of Canada (U.K.) Limited when administering their whole of life policy.

What happened

Mr and Mrs C have had several problems with their whole of life policy. These included failure to collect direct debits, annual statements not provided, payments taken sooner than expected and customer service issues such as ignoring emails, and providing conflicting information.

To put things right Sun Life has offered to pay Mr and Mrs C £300.

One of our Investigators looked into what happened and thought the £300 was a reasonable payment for the upset caused by the errors. Mr and Mrs C disagreed saying they suffered additional angst by what happened.

Because an agreement couldn't be reached the matter has come 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.

Mr and Mrs C have provided a lot of information about their complaint and it's clear to me how strongly they feel about what happened. I want to assure Mr and Mrs C that I've read and considered everything that's been provided even if I don't mention it all in detail. I've summarised what happened which reflects the informal nature of our service and no discourtesy is intended.

If I don't comment on a particular point it's not because I haven't considered it. It's because I don't think I need to comment on it in order to reach what I think is the right outcome in the wider context. My remit is to take an overview and decide what's fair "in the round".

All parties agree that mistakes were made by Sun Life and the service wasn't at the level expected. Sun Life have offered £300 as an apology and taking into account everything that happened I'm satisfied this is a fair and reasonable way of putting things right.

Direct debits were missed by Sun Life and they didn't let Mr and Mrs C know about this when they should've done. This problem was acknowledged and corrected by Sun Life so the policy now operates as it should with the correct number of units.

There was also an issue where payments were taken earlier than expected and an annual statement was not provided. Mr and Mrs C are also unhappy with the level of customer service they have received being unhappy with things like emails not being answered and the way in which Sun Life gave them information.

Looking at everything that happened I think the £300 offer is fair. I've thought about the

problems that happened, the time they took to resolve, and the impact on Mr and Mrs C.

When dealing with our Investigator Mr and Mrs C made the point that the £300 was originally offered for the missed payment issue and there had been more problems after that. And this is true. However when looking at compensation I need to consider things as a whole. And looking at everything that happened I think a total of £300 is fair. When something goes wrong consumers aren't necessarily entitled to a payment for each instance. Also businesses are allowed to make whatever offer they like to settle a complaint and this might be more, or less, than this service might think is fair. We come to our own independent view, which is what I have done.

Putting things right

Sun Life Assurance Company of Canada (U.K.) Limited should pay Mr and Mrs C £300.

My final decision

Sun Life Assurance Company of Canada (U.K.) Limited has made an offer to pay £300 to settle the complaint and I think this is fair in all the circumstances.

So my decision is that Sun Life Assurance Company of Canada (U.K.) Limited should pay Mr and Mrs C £300.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs C to accept or reject my decision before 18 July 2023.

Warren Wilson

Ombudsman