

The complaint

Mr B complained about the service provided by Sun Life Assurance Company of Canada (U.K.) Limited. He said he hasn't been treated fairly by Sun Life as he tried to sort out errors caused by it. He said he should be paid more compensation than Sun Life has offered.

What happened

Mr B has three whole life assurance policies with Sun Life. Mr B said he was affected by a breakdown in Sun Life's internal system that resulted in it not applying payments he made to his policies. He said this led to him receiving non-payment chaser letters and he had to contact it to resolve. He said he was waiting for a long time on the phone, and when he raised a complaint about all of it, Sun Life didn't deal with it in a timely or satisfactory manner.

Sun Life replied and said it upheld Mr B's complaint. It said sorry for the errors and inconvenience it had caused. It initially only addressed issues relating to one of Mr B's policies. Mr B needed to contact Sun Life again and say that it held three policies, all of which he had needed to deal with due to errors it had made. Sun Life responded and agreed with Mr B. It said sorry for making errors with all three policies and offered £300 compensation for the distress and inconvenience caused.

Mr B wasn't happy with Sun Life's response. He felt considering the amount of errors Sun Life had made, and the amount of time it had taken him to sort out, he felt £500 compensation reflected what had happened.

I issued a provisional decision on this complaint in July 2023. Both parties have received a copy of that provisional decision, but for completeness I include an extract from the decision below. I said;

"I currently think Sun Life's offer of £300 compensation for distress and inconvenience is a fair and reasonable amount for it to pay.

These are my findings that explain why:

- Mr B has three whole life assurance policies with Sun Life. He pays a premium for each one. Previously he has paid this after Sun Life has sent a notice or letter to him advising how much he needs to pay.
- On this occasion, Mr B did not receive any correspondence from Sun Life, and this led to him receiving non-payment chaser letters. Mr B needed to contact Sun Life to resolve this and at one point was on the phone for a long time, waiting to speak to an adviser.
- Mr B paid the premiums, but again it took Sun Life a long time to allocate the payments to his policies. I can see when I look at a timeline of events here, that

Sun Life repeatedly made errors that required Mr B a reasonable amount of effort to sort out.

- I can see that Mr B made phone calls on the 11 March and 25 April 2022 as well as a third phone call on 31 May 2022. Mr B also had to send emails to chase Sun Life up and try and rectify matters.
- Sun Life has said sorry for the mistakes it has made and taken responsibility for them. So, I don't need to decide whether Sun Life made errors or not. Sun Life said it did.
- What is left for me to decide is how much compensation for distress and inconvenience it should pay. Sun Life has made an offer of £300 which it says is very fair. It says this has been offered overall for the mistakes it has made and the distress and inconvenience it has caused. Mr B on the other hand thinks a fairer offer would be for it to pay £500.
- I can see that Sun Life has made a series of small errors and these have required Mr B to chase it and spend his time in sorting things out. This, I can see would have resulted in a stressful time for Mr B that would have lasted over weeks.
- I think the £300 payment offered by Sun Life is fair and reasonable, and is in line with the sort of award I would make for the distress and inconvenience that it has caused Mr B. I need to be consistent with other cases that I have dealt with that are like Mr B's complaint and also with our service's approach to awards of this nature. I am currently minded to think Sun Life's offer does fit in with both.

Looked at overall, I think what Sun Life offered to Mr B to put things right is fair and reasonable."

I asked both parties to let me have any comments, or additional evidence, in response to my provisional decision. Sun Life said it had no additional information to add. Mr B did not respond.

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.

Neither party has anything further to add that I feel I need to comment on or that will change the outcome of this complaint. So, because of this, I don't see any reason to depart from my findings within my provisional decision.

My final decision

Sun Life Assurance Company of Canada (U.K.) Limited has already made an offer to Mr B 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 £300 to Mr B, if it hasn't done so already

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or

reject my decision before 15 September 2023.

Mark Richardson
Ombudsman