

The complaint

The estate of Mrs F is unhappy with the way in which Phoenix Life Limited handled claims made on two whole of life insurance policies ('the policies') after Mrs F sadly died.

Under the terms of the policies, if the policyholder (in this case, Mrs F) died after two years from the date the policies were taken out, they each provide a fixed cash sum on the policyholder's death.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. The facts aren't 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.

Phoenix Life has an obligation to handle claims fairly and promptly.

In its final response letter dated June 2023, Phoenix Life accepts that there were times when it didn't provide good customer service to the executor of the estate, who I'll refer to as Mr C. It apologised and, ultimately, offered £350 compensation to reflect this. Phoenix Life also said that it had fed back to the relevant team and individuals to ensure any further training needs were met.

Even if Mr C is also the beneficiary under Mrs F's will, I'm satisfied when dealing with Phoenix Life, he was doing so in his capacity as executor of her estate. He isn't a named beneficiary under either of the policies and was not part of the contract of insurance Mrs F had with Phoenix Life. So, I don't have any power to consider whether Phoenix Life should pay him any (additional) compensation for distress and inconvenience he's personally experienced because of what Phoenix Life accepts it reasonably ought to have done better in this case, after Mrs F's death.

Phoenix Life also accepts that there were delays in paying the claims. It agreed to pay 8% interest per year on the cash sums due under the policies from the date of Mrs F's death to the date on which the claims were paid. I think that's fair and reasonable and in line with what I'd reasonably expect it to do in such circumstances.

In its final response letter, Phoenix Life said that it would arrange for all call recordings requested by Mr C to be put on disc and sent to him. In response, to our investigator's view, Mr C said he was still awaiting some information from Phoenix Life.

If the estate of Mrs F remains unhappy that Phoenix Life has breached the General Data Protection Regulation (GDPR) including not complying with its request to access personal data, it may also be able to complain to the Information Commissioner's Office about this.

Putting things right

As it's already agreed to do in its final response letter (and if it hasn't already done so), Phoenix Life should pay the estate of Mrs F compensation of £350 for the distress and inconvenience it accepts it caused.

My final decision

Phoenix Life Limited has already made an offer to settle the complaint, as set out above. I think that's fair in all the circumstances. My final decision is that Phoenix Life Limited should put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mrs F to accept or reject my decision before 19 February 2024.

David Curtis-Johnson
Ombudsman