

The complaint

Mr M's complained that Close Asset Management Limited, trading as Close Brothers, sold him a life and critical illness policy which wasn't suitable for his needs, and he was never provided with the terms and conditions.

Mr M has been represented in his complaint by his wife Mrs M.

What happened

Mr and Mrs M had a joint life and critical illness policy in place. But, following Mrs M's diagnosis with cancer in 2012, their critical illness cover ended. So they consulted Close about setting up an alternative policy for Mr M. The policy Close recommended a level term policy providing £500,000 worth of life and critical illness cover until he reaches the age of 65. And it included additional cover for two specific conditions – ductal carcinoma in situ of the breast (a form of breast cancer) or low grade prostate cancer.

Mr M went ahead and bought the policy. In 2021, Mr M was diagnosed with low grade prostate cancer. He submitted a claim to the insurer. But the claim was declined, as was the claim under the additional cover.

Mrs M complained on her husband's behalf that the policy he'd been sold was unsuitable for his needs because it didn't cover low grade cancers and he'd never been provided with the full terms and conditions – which had changed shortly before the policy was sold. Close responded that the recommendation had been based on an assessment of Mr M's stated objectives and was suitable to meet his needs. And, when they sent this to Mr M they'd also provided the insurer's Key Features document and a quotation.

Mr M wasn't satisfied with Close's reply and brought his complaint to our service. Our investigator reviewed all the information and concluded that Close didn't need to do any more to resolve the complaint. She was satisfied the documentation provided at the time of the sale gave Mr (and Mrs) M the chance to review all the terms before they bought the policy and set out how they could do that.

In response to the complaint that Mr M hadn't been advised the insurer had changed their terms shortly before the purchase, the investigator noted that this provided more, rather than less, cover. So she couldn't say Mr M had lost out as a result of any failure by Close to notify him of this.

Mr M didn't agree with the investigator's view. So I've been asked 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 that, I'm not upholding Mr M's complaint. I appreciate the efforts Mrs M has made on her husband's behalf to evidence and support his complaint. I've reviewed everything she and Close have submitted. In my decision I've focused particularly on the

points and evidence I consider material to the outcome of the complaint. So, if I don't refer to a specific point or piece of evidence, it's not because I haven't read and thought about it. Rather, I don't consider it changes things.

I can only consider the complaints that have been made about the sale by Close. So, while I understand what prompted Mr M to complain, I won't be referring to the claim decision here.

It's clear from what I've seen that Close did consider Mr M's policy needs. I've been supplied with a copy of their "protection planning report" which captures Mr M's wish to ensure he had sufficient cover to repay his liabilities, should he be diagnosed with a critical illness. And it captures the information that a new policy was needed as his previous one was cancelled following Mrs M's claim. I'm satisfied from this that Close considered Mr M's needs and sourced a policy that provided cover for those needs.

Mrs M has submitted the policy wasn't suitable because it didn't cover all cancers - and that the adviser knew that was a particular concern given her own recent claim. While I understand why she says that, insurers don't usually provide cover for all cancers in all situations – rather, the policy terms set out how any claim would be assessed.

There's a dispute between the parties as to what documentation was sent to Mr M before he took out the policy. Close say he was sent the protection planning report, the policy's key features document and an illustration. Mrs M says neither she nor Mr M saw the key features document until it was provided with Close's complaint response.

Where the parties don't agree on the facts, I have to consider what I think is most likely to have happened. In this case, I'm persuaded, on balance, that the key features document was sent. Mrs M says she and Mr M received the documents sent at the same time. And Mr M decided to go ahead with the purchase following receipt of the protection planning report and quotation – which both refer to the key features document. I think it unlikely he'd have done that without receiving the document.

As I'm satisfied on balance the key features document was sent, I've reviewed that document. The first page makes it clear that it is only one of a number of documents containing information. It says:

*"You should read this document alongside your **Personal Illustration** which your financial adviser will give you. You can also ask your financial adviser for:*

- *A copy of the Policy Terms and Conditions of the plan, and/or*
- *Our Guide to Critical Illness Cover (if relevant)."*

And the information in the document makes clear that illnesses have to meet specific definitions for a claim to be successful, and that these can be found in the Guide to Critical Illness Cover.

So, overall, I'm satisfied Close gave Mr M sufficient information about the policy and that he had the option to review that in detail before purchase and the product was suitable for his needs. For that reason, I don't think they need to do any more to resolve Mr M's complaint.

My final decision

For the reasons I've explained, I'm not upholding Mr M's complaint about Close Asset Management Limited, trading as Close Brothers.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 24 April 2024.

Helen Stacey
Ombudsman