

The complaint

Mr W complains Reassured Ltd has frustrated and confused his efforts to take on additional live cover.

What happened

Mr W responded to an online advertisement suggesting he'd be eligible for £10,000 of life cover. The quote he received in response was too expensive, so he didn't pursue his application.

An agent from the broker Reassured called him to discuss the enquiry he'd made, and offered that if the quote for £10,000 of cover was too expensive, he could instead have £7,000 of cover for £55.72 per month with the firm SunLife. Mr W accepted the quote and Reassured passed his details over to SunLife for the policy to be put in place.

The next day, Mr W decided he didn't want the cover he'd discussed with Reassured. He emailed the firm to cancel his application. He didn't receive a response to his email. And shortly thereafter he was sent details of a SunLife policy costing £18 per month. He didn't recognise this policy based on the conversations he'd had with Reassured. And he set about calling and corresponding between Reassured and SunLife to establish what'd happened. Mr W found these calls incredibly frustrating, as he'd frequently find that the recipients of his calls had no record of the £7,000 policy he was trying to cancel.

Frustrated, Mr W made a complaint about what'd happened. As he saw it, Reassured had deviated from his request and arranged a different policy to the one he'd asked for. And when he'd tried to cancel it, he'd found the process difficult and frustrating.

Reassured didn't uphold Mr W's complaint. Having looked into the matter and spoken with SunLife, it transpired Mr W already held a number of existing life cover policies with the insurer. The policy Reassured tried arranging for him exceeded the maximum amount of cover SunLife would provide for someone in Mr W's circumstances. Reassured noted that it'd specifically asked Mr W during the sales call if he already had cover with SunLife and he'd confirmed that he did not.

Reassured found that when SunLife arranged the policy, it automatically lowered the benefit down to £2,221 at a cost of £18 per month, to fit within its own limits. Reassured further explained that, in its view, there was some confusion surrounding the phone calls Mr W had complained about. Specifically, that Mr W wasn't drawing a distinction between occasions he'd called Reassured and times where he'd spoken directly with SunLife. Reassured said that as an intermediary, it couldn't handle cancellations itself and had passed calls with Mr W over to SunLife. But because of the details Mr W had been quoting, it was unlikely SunLife would've been able to locate his policy on its systems.

As Mr W was unhappy with Reassured's response to his complaint, he referred his complaint to our service.

Our investigator didn't uphold Mr W's complaint. They gave the opinion that:

- Prior to suggesting a policy with SunLife, Reassured had specifically asked Mr W if he already had any existing cover with that firm. He'd told Reassured that he did not.
- Reassured had made a fair attempt to set up the policy it'd discussed with Mr W, up to the point it handed his details across to SunLife.
- It seems it was SunLife that'd introduced an element of confusion by setting up a policy which differed from the one Reassured had discussed with Mr W.
- Reassured couldn't have reasonably anticipated that SunLife would do this, given that Mr W had been clear that he did not already hold cover with the firm.
- When Mr W tried cancelling his policy with Reassured, the firm acted reasonably by initially trying to speak to him, and subsequently by passing him through to SunLife for this to be taken care of.

Mr W disagreed with our investigator's opinion. He reiterated his frustrations with going between Reassured and SunLife, and explained that he'd still not been able to cancel the policy. He also said that he'd been expecting a gift card in return for having applied for the policy, and that this had not been delivered to him. Our investigator obtained further information and explained to Mr W that:

- The gift card Mr W was expecting was a perk provided by SunLife. And SunLife were only likely to give him the gift card if Mr W retained his policy long term.
- If Mr W wanted to cancel the policy, he could do so by speaking to SunLife and by cancelling the direct debit funding it by speaking to his bank.
- It seemed a lot of what Mr W was unhappy with pertained to the actions of SunLife, and that he should consider whether he wanted to complain to that firm.

Mr W remained dissatisfied with our investigator's opinion, so the matter's been referred to me.

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 shan't be upholding Mr W's complaint for the same reasons given by our investigator. I've found that:

- I'm satisfied Reassured took the time to check with Mr W whether he held any existing cover with SunLife, mindful of the limitations it was aware of. The evidence does not persuade me its questioning on this topic was ambiguous or misleading. In response, Mr W clearly confirmed he held no existing cover with SunLife. I'm satisfied therefore that, as far as it could've reasonably been aware, there was no reason for Reassured to have not proceeded with the sale of a SunLife policy.
- Reassured is an insurance intermediary. Here its role was limited to taking down Mr W's details, searching the market for policies matching his specifications, and providing him with the key information about those policies. Once Mr W had chosen a SunLife policy, it was Reassured's job to send his details across to that insurer. But past that point, any queries relating to the creation of that policy or its ongoing administration, were best directed to SunLife. I'm satisfied that, on the evidence given, Reassured fulfilled its obligations to Mr W when obtaining his details, and sharing them with SunLife is concerned.
- When it became aware of the difficulties Mr W was having with his policy, it's my

opinion that Reassured fairly tried to assist him, mindful that it too would've been confused by SunLife's actions. When he complained, it carried out a more detailed investigation and gave a fair summation of what'd likely happened, such that Mr W was equipped to pursue his concerns with SunLife. I'm satisfied that, mindful of its role, it would not have been for Reassured to arrange the cancellation of Mr W's policy itself.

- I have some sympathy for Mr W as I can appreciate how confusing being passed between companies will have been whilst trying to cancel his insurance. But I'm not persuaded this has come about as a result of unfair treatment on Reassured's part. Mr W is free to cancel or retain his SunLife policy as he chooses. And should he have any further queries relating to his policy or the gift card he'd been expecting, he may address those queries to SunLife.

The findings above lead me to conclude that, on balance, I'm not persuaded Reassured has treated Mr W unfairly when setting up his policy, and assisting with his queries about it.

My final decision

My final decision is that for the reasons given above, I do not uphold Mr W's complaint about Reassured Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 21 October 2024.

Marcus Moore
Ombudsman