

The complaint

Mr M complains about advice given by Phoenix Life CA Limited when taking out a whole of life policy.

Mr M is using a representative to bring this complaint. For ease I will refer to all actions as being those of Mr M.

What happened

In 1989 Mr M took out a whole of life policy after speaking with an adviser from Phoenix.

In 2024 Mr M complained to Phoenix saying the policy had been mis-sold as the product wasn't properly explained and he wasn't told about the option of a term policy. He also said that there was no assessment about long term affordability as there was no pension provision in place at that time.

Phoenix didn't uphold the complaint saying the policy was suitable for Mr M's needs and circumstances. And because the sale took place in 1989 there was no need or regulatory requirement for them to record if alternative products had been discussed. They also said the records show Mr M did have a form of pension provision in place at the time and that a self-employed pension was discussed as well; so affordability was considered.

Remaining unhappy Mr M brought his complaint to this service where one of our Investigators looked into what happened. They said they hadn't seen sufficient evidence to show that the policy was mis-sold and they thought it met Mr M's needs and circumstances at the time.

Mr P disagreed so 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.

The sale took place in 1989 which is now over some 35 years ago so it's not surprising there isn't a full record of what happened. Where recollections of events are contradictory, as some are here, I've come to a decision based on the balance of probabilities about what I think is most likely to have happened.

I've reviewed the Personal Financial Analysis which was completed at the time Mr M spoke with an adviser in 1989. This shows that Mr M was self-employed with a gross annual income of £8,000, married with no children, and was aged in his early 30s.

The Client Report shows that '*Shortfall in life cover to protect spouse alone*' was the number one priority. '*Shortfall in provision for retirement income*' was the number two priority.

There is no record of any other life or critical illness policy being in place at that time.

There is also record that pension provision was discussed and I note that a self-employed pension was started some months later.

A whole of life plan with an initial sum assured of £50,000 and a monthly premium of £30 was recommended. This also included a critical illness benefit of £25,000. The policy had an indexation benefit where the premium and sum assured increased each year and in each case this was confirmed in writing.

Considering the need to provide cover for Mr M's spouse I'm satisfied this policy was suitable. The policy was set up to provide cover for the whole of Mr M's life and there was also a critical illness benefit. And I'm satisfied that affordability had also been considered.

There isn't any documentary evidence to show that the features of the policy were explained to Mr M. This isn't surprising considering the time that has passed since the sale and the different regulatory requirements at the time. However on balance I'm persuaded that the product would've been explained as part of the advice session. And I'm satisfied that the documents signed by Mr M sufficiently explain the policy. Also Mr M would've been provided with policy documentation over the years.

Mr M says that the option of a term policy wasn't discussed. Phoenix says there was no regulatory requirement at the time to record other options discussed. And I agree. So that alone wouldn't be reason for me to uphold this complaint and say the policy wasn't suitable. Also a term policy is usually more suitable when taken out alongside a mortgage or for a specific purpose that has an end date. And since Mr M had a need to protect his spouse were anything to happen to him a whole of life policy was suitable.

Having carefully considered everything that happened I'm satisfied that Phoenix acted fairly and reasonably and that the policy was suitable for Mr M's needs. So I won't be asking them to take any further action.

My final decision

For the reasons explained above, my decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 16 October 2025.

Warren Wilson

Ombudsman