

The complaint

The estate of Ms D is unhappy that Wesleyan Assurance Society don't have an active record of a whole life assurance and endowment policy taken out by Ms D in 1955 ('the policy'). And that it can't confirm if and when the policy benefit was paid, and to who.

What happened

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

I know the estate of Ms D will be very disappointed but for reasons set out below, I don't uphold this complaint.

- Wesleyan says the policy isn't active on its records, so it has either been "paid out" or it lapsed due to non-payment of premium. It doesn't hold any records before 2015 so it says the policy must've ended at some point before this. I've got no reason to doubt what Wesleyan says about the policy not being active on its records. I accept its submissions on that point.
- There could be many reasons why Wesleyan don't hold any records of the policy going back to 2015. However, on the balance of probabilities, I'm satisfied that it's more likely than not because the policy ended at some point before 2015 either because the benefit was paid, or it lapsed due to non-payment of premium.
- Whilst I understand why the estate of Ms D is frustrated that Wesleyan can't provide definitive information about what happened with the policy or conclusive evidence that the benefit was paid, given the time that has lapsed since it likely ended, it isn't unusual for there to be limited information given the passage of time. And in the circumstances, I don't think it's unreasonable for Wesleyan not to be able to provide more information about the policy (including why it ended and if, and when, the policy benefit was paid - and to who).
- I've considered all points made by the estate of Ms D including what they say about the policy not containing an 'end date' and their submissions on conditions 6 and 7 of the policy terms. However, I'm not convinced that it follows that the policy is still active or that the benefit is now payable. And although I don't think there's enough evidence to conclude that the policy matured in 1985 - as Wesleyan suggested in its final response letter - for the reasons set out above, I am satisfied that the policy has ended and did so at some point before 2015.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Ms D to accept or reject my decision before 15 May 2025.

David Curtis-Johnson
Ombudsman