

## **The complaint**

Miss C is unhappy that Foster Denovo Limited mis-sold her a life and serious illness policy ('the policy').

## **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.

Foster Denovo recommended the policy to Miss C. So, it had a regulatory obligation to ensure that it was suitable for her needs. It also had to give Miss C clear information about the key features of the policy.

Having considered the protection planning letter sent to her by Foster Denovo dated October 2011, I'm satisfied Miss C already had in place a level term assurance policy with critical illness cover, with a benefit of £60,000 (indexed) costing around £60 per month.

Given her circumstances and requirements as reflected in the letter dated October 2011, I'm persuaded that it was fair and reasonable for Denovo to recommend the policy to Miss C to replace the policy she already had. Although it cost around £7 more per month at the time, I'm persuaded from what I've seen that it offered more comprehensive cover for serious illnesses.

And although Miss C says she was more interested in serious illness cover rather than life cover, the October 2011 letter reflects that this cover by itself would've been more expensive, so life cover was also included to make the policy cheaper and more affordable at the time.

I know, more recently, Miss C has wanted to remove the life cover (to reduce costs) and has been told by the insurer that this isn't possible. However, I don't think this means that the recommendation made by Foster Denovo was unreasonable. Its representative can only advise on the circumstances known at the time.

I don't know whether Miss C was given clear information about all the main features of the policy. But looking at the policy schedule and the October 2011 letter, I'm satisfied that she was made reasonably aware of features like the term and end date of the policy, its monthly cost (and that it will increase each year) and the benefits payable under the policy.

I'm not persuaded that Miss C ought to have been told that the primary cover was 'life cover' and the policy couldn't be split at a later date, whereby the life cover could be removed but serious illness cover could continue (if that is indeed the case). Further, and in the alternative, even if Miss C ought to have been reasonably made aware of this, I'm not

satisfied on the balance of probabilities that this would've prevented her from taking out the policy. I've seen nothing to convince me that the ability to want to split the policy in this way was important to Miss C at the time. Or that if she'd known this wasn't possible, she would've opted to only take out critical / serious illness cover (which would've cost more at the time and wouldn't have included £60,000 life benefit).

I know Miss C will be very disappointed with my decision and I can understand why she feels so strongly about the position she is now in. But for the reasons set out above, I don't uphold her complaint.

### **My final decision**

I don't uphold Miss C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 14 August 2025.

David Curtis-Johnson  
**Ombudsman**