

The complaint

Mrs C has complained that Phoenix Life Limited mis-sold an income protection policy to her in 1997.

What happened

Mrs C had an income protection insurance policy with Phoenix (previously a different insurer). Phoenix is responsible for any complaints about the previous insurer.

She made a claim but this was declined so Mrs C complained that the policy was unsuitable and therefore mis-sold.

Phoenix looked into the complaint and explained to Mrs C that it hadn't sold the policy and it had been sold by a third party.

Mrs C remained unhappy and referred her complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint and found that Phoenix hadn't sold the policy. But she looked at the information provided by the insurer at the time of the sale and concluded it was clear, fair and not misleading.

Mrs D asked for an Ombudsman's review and so the case has been passed to me for 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 so, I don't think this complaint should be upheld. I'll explain why.

Firstly, I should set out that my decision is limited to the information provided to Mrs C about the policy terms when she bought the policy in 1997. There is a separate complaint about the sale of the policy against the seller, and further recent complaints about Phoenix which did not form part of this investigation and which do not form part of this decision.

- The policy was sold by a third party and so it wasn't the responsibility of Phoenix to ensure it was suitable for Mrs C. As explained by the investigator, I can look at whether the information provided by the insurer at the time of the sale in 1997 was clear, fair and not misleading in relation to the policy benefits.
- Based on the information and documents available, I think the benefits payable were clear and not misleading. The policy documentation confirmed that the benefit payable would not be greater than 50% of the life assureds average monthly earnings during the 12 months immediately before any period of disability. And deductions would be made for sickness benefits, pensions and other continuing

income.

- Overall, I am satisfied that the policy benefits and deductions were made clear in the policy paperwork when the policy was sold.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 23 July 2025.

Shamaila Hussain
Ombudsman