

## **The complaint**

The estate of Mr C (the estate) complains that Phoenix Life CA Limited (PL) hasn't paid out a claim on a life insurance policy.

## **What happened**

The late Mr C took out a life assurance policy which started in May 1987. I'm sorry to hear that Mr C passed away in July 2023. My condolences go out to Mr C's friends and family. Following Mr C's death, the estate raised a claim with PL. PL declined the claim as whilst Mr C was the plan holder, he wasn't the life assured. The estate was unhappy and raised a complaint as they didn't think this was clear. PL didn't uphold the complaint. They said the information was clear. Still unhappy, the estate brought the complaint to this service.

Our investigator didn't uphold the complaint. They felt the information was clear and confirmed that Mr C wasn't the life assured. The estate appealed. They still didn't think the information was clear. They also thought our investigator had missed the context as to why Mr C wouldn't take out the policy in his own name. As no agreement could be reached, the complaint has been passed to me to make 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.

When considering complaints such as this, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that an insurer must deal with a claim promptly and fairly, and not unreasonably decline it. So, I've thought about whether PL acted in line with these requirements when it declined to settle the estate's claim.

At the outset I acknowledge that I've summarised their complaint in far less detail than the estate has, and in my own words. I'm not going to respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as it's an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I'm satisfied I don't need to comment on every individual point to be able to reach an outcome in line with my statutory remit.

PL has provided us with a copy of the application form which was completed by Mr C. This confirms that Mr C was the applicant (plan holder) and his wife, Mrs C, was the life proposed (life assured). Both Mr and Mrs C signed a declaration to confirm the information on the application was accurate. Mrs C was also required as the life assured to sign to confirm she wasn't suffering from certain health conditions or medical investigations. We've also been sent a copy of the policy schedule which would have been given to Mr C following the policy being set up. This confirmed that Mr C was the applicant and Mrs C was the life assured. It also set out that the applicant was the payee (beneficiary) and the principal benefit was due on the death of the life assured.

The estate has specifically raised about the clarity of the annual statements sent by PL. As Mr C was the plan holder, the letters were addressed to him, but under the life cover benefits section it states *"If you die while you have your plan, we will pay £23,600 or your plan value, if that is higher."*

I agree with our investigator that the annual statements are clear. On page three, there is an *"About You"* section. This confirms the plan owner is Mr C and the life covered is Mrs C. On page four, there is a *"Your benefits and options section"*. This is the section outlined above which the estate think is unclear. However, in the life cover section, the full text is as follows:

*"This benefit covers [Mrs C]. If you die while you have your plan..."*

I think the *"you"* needs to be read in context with the rest of the document and not solely from the readers perspective.

I don't think any of the documentation has been unclear. I also think the policy has been set up in line with Mr C's wishes when he applied for the policy.

I'm very sorry that my decision doesn't bring the estate more welcome news at what I can see is a very difficult time for them. But in all the circumstances I don't find that PL has treated the estate unfairly, unreasonably, or contrary to the policy terms and conditions in not paying the claim.

### **My final decision**

For the reasons I've given above, my final decision is that I don't uphold this complaint. I don't require Phoenix Life CA Limited to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mr C to accept or reject my decision before 9 September 2025.

Anthony Mullins  
**Ombudsman**