

The complaint

Miss W is unhappy that her mortgage repayments protector insurance policy ('the policy') was cancelled by U K Insurance Limited ('UKI') after it decided to withdraw the product from the market.

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 understand Miss W's strength of feeling and can see that UKI's decision to cancel the policy has meant that she is now without valuable insurance protection. I know she'll be very disappointed but for reasons I'll go on to explain, I'm satisfied UKI has acted fairly and reasonably here.

The policy terms allow UKI to cancel the policy at any time by giving the policyholder 90 days' written notice to their last known address.

Taking a business decision to stop providing a particular insurance product (to simplify its insurance range) isn't expressly listed as a reason for UKI to cancel the policy. However, I'm satisfied that UKI has acted fairly and reasonably by relying on this reason— which is a commercial decision and impacts all policyholders and beneficiaries of the type of policy Miss W had - to cancel the policy.

I'm satisfied that Miss W was given more than 90 days' notice of the policy being cancelled which is more than the notice period stipulated in the policy terms. When giving notice, UKI also said that if Miss W still needed mortgage repayment protector insurance, she'll need to find an alternative provider. She was given the details of an organisation to get free and impartial advice. I think that was fair and reasonable.

Miss W also says the policy terms only allow for them to be amended in certain circumstances. However, the policy terms haven't been varied. The policy has been cancelled so I'm satisfied the relevant section of the policy is the cancellation section.

I've taken into account that Miss W says UKI has discriminated against her. Due to her age, she says she can't get similar insurance cover elsewhere.

As our investigator explained, we don't have the power to make any findings about whether the Equality Act 2010 has been breached. Only a court can do that. However, we are required to take into account relevant law when considering what's fair and reasonable. And here, that would include the Equality Act 2010. Having done so, I don't think UKI's decision

to stop providing mortgage repayment protector insurance for everyone as a product is unfair.

Miss W also says the policy was mis-sold to her as she was told when taking out the policy, it would cover the lifetime of the mortgage so long as she kept paying her premiums. I haven't looked at this issue as part of this complaint against UKI. She's free to raise her concerns with the seller of the policy in the first instance.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 20 October 2025.

David Curtis-Johnson
Ombudsman