

The complaint

Mr S is unhappy that Monument Life Insurance Dac withdrew from the market meaning he no longer had an income protection insurance policy.

What happened

Monument decided to stop offering income protection cover and withdraw from the market. Mr S is unhappy because he says this left him without cover at a time he was facing redundancy. He says he should have been given at least 18 months' notice that cover was being withdrawn.

In their final response letter Monument said they'd acted in line with the policy terms when cancelling cover. Unhappy, Mr S complained to the Financial Ombudsman Service.

Our investigator looked into what happened and didn't uphold the complaint. He thought that Monument had acted fairly and in line with the policy terms when the policy was cancelled. Mr S didn't agree and asked an ombudsman to review the complaint. In summary, he said that his position had been prejudiced because he was vulnerable and he couldn't take out a new policy due to pending redundancy. The complaint was referred to me to make a decision.

I noted that Mr S had referred his complaint to the Financial Ombudsman Service outside of the six-month timeframe set out in Monument's final response letter. At my request the investigator contacted Monument and they have consented to the Financial Ombudsman Service considering the complaint. So, I need to make a 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'm sorry to read of the circumstances which have caused Mr S to complain. I have a lot of empathy with his position and can understand that this will be a difficult and worrying time.

The policy terms and conditions set out the circumstances in which Monument can cancel the insurance policy. It says:

“We can cancel your insurance by giving you 30 days' notice in writing. This does not affect your rights if a claim arises before the cancellation date of your policy.”

I'm not upholding Mr S's complaint because:

- Monument has made the decision to stop offering payment protection and income protection products. That's a commercial decision they are entitled to take.
- I'm satisfied Mr S was given reasonable notice of the decision to cancel the policy. He was provided with more notice than the 30 days the policy terms refer to.

- I appreciate Mr S feels 18 months notice would have been more reasonable. But the terms of the contract are clear. And I don't think it would be fair and reasonable to direct Monument to depart from the policy terms and to expect them to give Mr S 18 months notice.
- Mr S says that he's been left in a vulnerable position and not been treated in line with the FCA's overarching principles to treat customers fairly. I fully appreciate that Mr S has been left in a difficult position, due to the redundancy situation. However, Monument has acted in line with the policy terms. And if this type of cover wasn't right for Mr S's needs because of the cancellation period it was open to him to seek alternative cover.

My final decision

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 12 January 2026.

Anna Wilshaw
Ombudsman