

The complaint

Miss B complains Aviva Life & Pensions UK Limited (Aviva) mis-sold a life insurance policy to Mr B in 2004. The policy lapsed which resulted in not being able to claim on the policy following Mr B's passing.

This complaint is brought by Miss B – a named executor of Mr B's estate.

What happened

In late 2004 Mr B was advised to take out a level term assurance policy for £77,705 over a 20-year term. The administration of the plan was transferred to Aviva so I will refer to them throughout this decision. The policy lapsed at the end of its term in late 2024.

Mr B passed away in early 2025 and Miss B enquired about claiming on the policy. She was informed by Aviva that the policy was no longer in force so they wouldn't be able to consider a claim.

Miss B complained to Aviva saying Mr B had always told her the policy was a whole of life plan rather than having an end date. She questioned whether the original advice given to Mr B was correct. Aviva investigated the complaint and explained the policy had been sold to Mr B through an independent adviser, therefore they weren't responsible for how the policy was sold to Mr B. They provided the name of the adviser for Miss B to follow up enquiries separately.

Aviva also confirmed Mr B had made enquiries in 2022 to extend the term but this wasn't possible because it was too close to the end of the original policy term and he would need to have been less than 55 years old.

Miss B raised further concerns with Aviva for being unhelpful with the information they provided regarding the original adviser. The lack of clarity meant that she wasn't able to pursue this further, either directly or via the Financial Services Compensation Scheme (FSCS) – and had been very time consuming. Aviva confirmed they have limited records going back to when the policy was taken out – and their own investigations suggest any potential business responsible for the advice went into administration in 2012.

Miss B remained unhappy with the response and brought the complaint to our service. One of our Investigators looked into what happened but didn't uphold the complaint. They said Aviva wasn't responsible for the original advice to take out the policy so we wouldn't hold them responsible for the actions of someone else.

The Investigator went on to say the information Mr B would have received at the time of taking out the policy was clear it had an end date and wasn't a whole of life policy. They also confirmed that Aviva have provided all the information they have about the original adviser based on the passage of time since the sale of the policy.

Miss B remained unhappy as she hadn't seen documentation provided in Aviva's responses to the complaint and felt the estate had been placed at a material disadvantage in

understanding the policy history and any potential routes of redress.

As the matter couldn't be resolved, the complaint has come to me to consider everything and 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.

Having done so, I agree with the conclusions reached by our Investigator for broadly the same reasons.

I appreciate Miss B's strength of feeling towards the events in 2004 but I'm satisfied the policy was arranged through an adviser separate to that of the original product provider. Due to the passage of time there's limited information about the sale of the policy, but the post-sale illustration documentation available confirms the commission payable to the adviser for arranging the plan on behalf of Mr B. So the responsibility for any advice given to Mr B doesn't lie with Aviva.

Even though Aviva aren't responsible for the original advice, there's an expectation that the plan details are clear so Mr B would have been able to understand the terms of the agreement. Having seen the policy schedule and the post-sale documentation it's made clear the policy had a level sum assured amount and it had a term of 20 years. Knowing this, I'm satisfied Aviva have made it clear to Mr B the type of policy he had – and that it wasn't a whole of life plan.

Mr B enquired about extending the policy in late 2022 but this was declined because he was over 55 years old when the request was made – and it was too close to the end of the policy term. Having reviewed the policy terms I'm satisfied Aviva have correctly declined Mr B the opportunity to extend the policy term. Mr B was also sent a letter confirming the declined extension of the policy so Aviva were clear about the outcome of their decision.

The policy went on to lapse towards the end of 2024 because the term ended. In the months leading up to the policy ending Aviva wrote to Mr B on two occasions to keep him informed of when the cover would lapse. So I'm satisfied that Mr B was aware of an end date to his policy and would need to seek alternative cover if he wanted protection beyond its end date.

Miss B has mentioned that Mr B was unwell in 2004 following his son's passing, and again in 2022 following the passing of his wife. I recognise these events would have made it difficult for Mr B to deal with matters at that time – and could impact him understanding the implications about the policy, first when it was taken out and later when discussing the extension of the plan. However, I've seen nothing to suggest Aviva knew or ought to have known of Mr B's circumstances at that time to do anything differently. It's also worth saying had Aviva known, the policy wasn't arranged by them so these would have been considerations by the original adviser at the time of the advice. And for reasons mentioned above, Mr B wouldn't have been eligible for extending the term of the policy due to his age rather than the events in 2022.

Miss B said that Aviva's lack of clarity about the responsible adviser has meant she hasn't been given a potential redress route – and this has been time-consuming. I recognise Miss B's frustrations with not knowing who to raise the sale complaint against. There have been several firms mentioned by Aviva in their response from December 2025. However, as Aviva isn't connected to the original adviser it has tried it's upmost using the limited information they hold as well as what is in the public domain. Their investigations suggest that any

potential firm responsible for the original advice has since gone into administration. So, overall, I'm satisfied that Aviva have done all they can in providing information to Miss B about the original adviser. I understand why Miss B felt the lack of clarity has been unhelpful and stopped her pursuing this further, but it's clear Aviva have done all they can to assist her.

Overall, Aviva:

- Aren't responsible for the original advice Mr B received when taking out this policy in 2004.
- Tried to assist with further information about the seller of the policy, based on the limited information available.
- Provided clear information to show the policy had a defined term, rather than being a whole of life plan.
- Were correct in not allowing Mr B to extend the policy term in 2022 as outlined in the policy terms and conditions.

My final decision

My final decision is that the estate of Mr B's complaint against Aviva is not upheld for the reasons set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mr B to accept or reject my decision before 28 April 2026.

Andy Hurle
Ombudsman