

complaint

Mr A has complained that General Insurance Solutions Ltd (GIS) mis-sold him his self-assurance policy, as it didn't provide any benefit when he was unfortunately made redundant.

background

Mr A said he bought his plan through a broker over the phone but GIS said it was sold during a face-to-face meeting with its representative. Whichever way, an application was submitted on 24 January 2011. The application requested cover for life insurance, critical illness insurance and accident, sickness and disability insurance. It didn't ask for unemployment cover from redundancy.

So when Mr A was unfortunately made redundant and made his claim, the insurer said he wasn't covered. So he complained to GIS as he had thought he had brought redundancy cover. GIS said its representative didn't do anything wrong and that he didn't sell Mr A this redundancy cover. As Mr A remained dissatisfied, he brought his complaint to us.

The adjudicator who investigated it didn't think there was enough evidence to show Mr A had wanted to buy redundancy cover as well and his documents clearly showed such cover wasn't provided at the time.

Mr A remained unhappy and so his complaint has been passed to me to decide.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

In order to show that this redundancy cover was wrongly left off Mr A's policy plan, there needs to be evidence that it was recommended and applied for. Unfortunately, for Mr A there isn't enough evidence to show he wanted this cover, that it was recommended, or that he applied for it and I shall explain why.

The unemployment section of his application form was left blank. An illustration was generated on the basis of that application form and although there's doesn't seem to any evidence this was actually sent to Mr A, it also didn't mention any redundancy cover.

But the insurer sent Mr A a welcome pack which included all the details of the cover it was providing for him. This didn't show that Mr A had any redundancy cover. That welcome pack also explained that Mr A had 30 days to amend or cancel his plan, and he didn't do so.

Mr A is convinced he never received this welcome pack. He's said that there's problems with the post in his postcode. But I can't hold GIS or his insurer responsible for problems with the postal service in Mr A's area. The evidence shows Mr A was sent all his policy documents and if he had wanted redundancy cover, he would have had the opportunity to amend his plan within 30 days.

Mr A also says he brought his plan over the phone, but the evidence from GIS shows it was bought during a face-to-face meeting with its representative. It's not possible to know what was said at the time of sale..It looks like Mr A signed the application form although the

printed name on it was someone with a different first name. Mr A says he never signed this form but in order to have his plan, I consider it likely he did, as it's also unlikely he would have got the plan he did without signing any application form.

Mr A's plan does provide unemployment cover if he becomes unemployed through illness or disability. I think it could be because of that that this confusion arose.

In conclusion, therefore, I don't think there's evidence to show that GIS's representative mis-sold this plan to Mr A.

my final decision

Whilst I do understand Mr A will be disappointed, for the reasons I've explained above, it's my final decision that I don't uphold his complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 11 April 2016

Rona Doyle
ombudsman