

complaint

Mr B complains that he was given incorrect information by Aviva Life & Pensions UK Limited about a term assurance policy and that, because of that incorrect information, he allowed the policy to lapse. He also complains that Aviva wrote to him using an incorrect address.

background

Mr B took out a life assurance policy in 1988 with his late ex-wife. He cancelled the direct debit payment for the policy and it lapsed in 2009. Mr B says that he was told by Aviva that the life assurance policy was mortgage cover for the property that he purchased with his late ex-wife and that it would have lapsed on the sale of the property. He also says that he did not receive a letter from Aviva confirming that the policy had lapsed. He complained to Aviva but was not satisfied with its response so complained to this service.

The adjudicator did not recommend that this complaint should be upheld. He concluded that there was not enough evidence to show that Mr B had been incorrectly advised about the policy. He considered that the terms and conditions of the policy, which had been provided to Mr B, correctly described the policy. He acknowledged that Aviva should have had Mr B's current address but did not consider that Mr B would have acted differently if he had received notice from Aviva that his policy was lapsing.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Mr B accepts that he cancelled the direct debit which was paying the premiums on his life assurance policy in 2009. Aviva then wrote to him using an old address but the letter was returned to it marked as: "*gone away*". Aviva then sent letters to both Mr B's bank and his insurance broker requesting that they forward letters to Mr B which asked him to contact it. Mr B did not respond directly to Aviva but it did receive a letter from his insurance broker which said that: "... *the policy is no longer required*". Aviva then wrote to the insurance broker requesting signed confirmation from Mr B (and his late ex-wife) that they wanted the policy to lapse. That letter also said that, as the direct debit had lapsed, the policy would also lapse of its own accord if they wished to take no further action.

Mr B has provided a letter from Aviva's parent accompany dated in 2008 which thanked him for updating his address. He says that Aviva should have written to him at his updated address about the policy lapsing. Whilst that might be the case, I do not consider it to be likely that Mr B would have acted differently if he had received a letter from Aviva. When the letter that it had sent to Mr B was returned to it, I consider that Aviva took reasonable steps to communicate with Mr B and that it was fair and reasonable for it to lapse the policy when it received no further communication from Mr B or his insurance broker and no payments were made to it.

Mr B says that he was given incorrect information about the policy by Aviva in 2009. I am not persuaded that there is enough evidence to show that Mr B was given incorrect information by Aviva. The life assurance policy was correctly described in the policy documentation that was provided to Mr B when he took out the policy and I am not persuaded that it is likely that Aviva would have told Mr B that the life assurance policy would have lapsed on the sale of the property.

I am not persuaded that there is enough information to show that Aviva has acted incorrectly in its dealings with Mr B. I therefore do not consider that it would be fair or reasonable for me to require it to make any payments to him.

my final decision

For these reasons, my decision is that I do not uphold Mr B's complaint.

Jarrold Hastings
ombudsman