

## **complaint**

Mr S has complained about the life insurance policy he was sold by The Prudential Assurance Company Limited. He has said that he was told at the time of the sale that he would be able to convert this policy into a whole of life plan at the end of its term. However he's now learned this isn't possible so he believes the policy has been mis-sold.

## **background**

Mr S took out a term assurance policy in 1989. At the time of the sale he was in his forties, was married and had five children between the ages of four and twenty. He chose to not give any further information about himself or his financial circumstances during the sales meeting. But it is recorded at the time of the sale that he was looking for life cover.

He was sold a term assurance policy with a sum assured of around £25,000 and a term of twenty six years.

He has said that he was told at the time he took the policy out that he would be able to convert this policy at the end of the term into a whole of life policy. However when the policy ended in late 2015 he was told he wasn't able to do this and that this was never a feature of this policy.

Mr S has said that had he known this at the time of the sale he wouldn't have taken the policy out because he only wanted cover for funeral expenses.

The adjudicator who investigated the complaint felt it couldn't be upheld. She saw that the application form for the policy did give the option to choose a normal term assurance policy or a convertible one but Mr S had chosen to take out the normal term assurance policy.

She also felt that all the paperwork about the policy - which was provided to Mr S at the time of the sale - didn't mention that the policy was a convertible one. And in fact explained that the policy would end after the term of twenty six years and that there would be no money paid back at the end of this term.

Mr S didn't agree with the assessment. He remained of the view that he was told at the time of taking the policy that he would be able to convert it.

As no agreement could be reached the complaint has been passed to me to review.

## **my findings**

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 have come to the same conclusion as the adjudicator and for largely the same reasons.

I appreciate that Mr S has said that he strongly remembers being told that he would be able to convert his term assurance policy at the end of its term. However, I wasn't at the sales meeting and therefore can't say with any certainty whether this was said or not. So the only way I can decide on this issue is to review all the evidence and information that has been provided to me and make a decision based on what I think is more likely to have happened.

I am not discounting what Mr S has said, by any means. But I need to find evidence to support his claim and in doing so I need to also take account of what Prudential has provided in response to this complaint.

On this basis there just isn't enough evidence for me to safely conclude that Mr S was told he would be able to convert his policy at the end of its term. In fact, what I have seen indicates the opposite. As the adjudicator noted, the application form that Mr S completed in order to take this policy out does give the option to take either a convertible or non-convertible term policy. But Mr S indicated on this application form, by marking in the appropriate box, that he wanted the term assurance policy which didn't have the convertible option.

I can also see that all the paperwork Mr S was given after the sale confirmed what type of policy he had taken and stated that the term of the policy was twenty six years at which point the policy would end. Nowhere does it states that the policy could be converted at the end of its term. I'm satisfied this information was clear and understandable and I think Mr S would've read this at the time of taking the policy. So I think, therefore, it's likely that at that point in time he was aware of the type of policy he was taking.

I appreciate that Mr S says now that he wanted the policy to pay for funeral expenses upon his death. However there is no record of this from the documentation that was completed at time of the sale. And given Mr S had five children at the time, some dependent and some not it doesn't seem too unusual to me that he was sold a term assurance policy. It's likely this would have been the most cost efficient way of providing Mr S with the life cover he stated he wanted at the time of the sale whilst not over insuring him for longer than necessary.

Overall, in light of everything I have seen, I just can't safely conclude that Mr S was told he could convert his term assurance at the end of its term. I therefore don't think the policy has been mis-sold.

### **my final decision**

My final decision is that I don't uphold this complaint and I make no award.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 1 December 2016.

Ayshea Khan  
**ombudsman**