

complaint

Mr U complains that an income protection plan was mis-sold to him by Mr Xiao, trading as J&J Insurance Finance. He is being helped with his complaint by a representative.

background

J&J Insurance Finance recommended to Mr U in 2006 that he take out an income protection plan. It provided Mr U with an annual income protection benefit of £12,500 for a term of 25 years. Mr U's representative complained to J&J Insurance Finance in 2015 that the plan was mis-sold to Mr U. Mr U was not satisfied with J&J Insurance Finance's response so his representative, on his behalf, complained to this service.

The adjudicator did not recommend that this complaint should be upheld. He concluded that the policy was suitable for Mr U and he was satisfied that Mr U had a meeting with J&J Insurance Finance's adviser.

Mr U's representative, on his behalf, has asked for this complaint to be considered by an ombudsman. He has responded in detail and says, in summary, that:

- the policy was started without Mr U's consent;
- J&J Insurance Finance's explanation of how Mr U was introduced to it is implausible;
- Mr U is not competent in written English and cannot speak it properly so would have needed a translator at any meeting with J&J Insurance Finance;
- J&J Insurance Finance cannot provide any evidence of a telephone call with Mr U or a face to face meeting with him;
- Mr U is a victim of his vulnerability;
- the documents have been constructed by J&J Insurance Finance 'after the event';
- Mr U did not need the policy because he could have lived off the state; and
- Mr U thought he was signing something connected to his pension plan.

my findings

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

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

Mr U (through his representative) and J&J Insurance Finance give very different accounts of what happened in 2006. So I must consider the documentary evidence that is available. J&J Insurance Finance has provided copies of the key facts document, a policy illustration, the fact find which contains the adviser's notes, and a copy of Mr U's passport. Some of those documents have been signed by Mr U and he has also signed a direct debit instruction. J&J Insurance Finance has also provided details of the date and place of a meeting with Mr U.

Mr U's representative says that those documents have been falsified by J&J Insurance Finance and have not been signed by Mr U. He also says that Mr U did not meet with J&J Insurance Finance. But I find it to be more likely than not that Mr U did meet with J&J Insurance Finance and that the documents were prepared for, and accepted by, him.

I find that the plan was suitable for Mr U at that time and that it provided him with income protection that was consistent with his needs. So I am not persuaded that the plan was mis-sold to Mr U. And I find that it would not be fair or reasonable for me to require J&J Insurance Finance to refund any premiums to Mr U or to take any other action in response to his complaint.

my final decision

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

Under the rules of the Financial Ombudsman Service, I am required to ask Mr U to accept or reject my decision before 14 December 2015.

Jarrold Hastings
ombudsman