

## **complaint**

Mrs F's complaint concerns a life insurance term policy sold to her by The Prudential Assurance Company Limited. She feels the policy was mis-sold as she wanted joint cover with her late husband that would cover her for the whole of her life.

## **background**

The policy was sold in 1991. Sadly in 2006 Mrs F's husband passed away and enquiries were made with Prudential about the policy. It was confirmed that it only covered Mrs F's life – not both her and her husband's as she'd thought.

She continued with the policy until this year when she received a letter explaining that its term was coming an end. Again, this wasn't in line with Mrs F's understanding of the policy, as she thought it had always been on a 'whole of life' basis rather than a term basis.

Mrs F complained to Prudential but it didn't uphold the complaint. It felt that it had been made clear to Mrs F when she took out the policy that it was for a 28 year term and covered only her life. Prudential noted that Mrs F felt she'd been given incorrect reassurance about how the policy worked on several occasions over the years but it could find no evidence to support this, such as call recordings.

Mrs F referred the complaint to this service but our investigator reached the same conclusion as Prudential, that the complaint shouldn't be upheld. He felt the documentation completed in 1991 at the time of the sale showed that Mrs F had applied for a term assurance policy to cover her life only, alongside a pension with Prudential that she started at the same time.

Mrs F maintained that the policy had been mis-sold as her and her husband had been led to believe the policy was a joint one with no fixed term. She questioned why anyone would want to take out life cover that ended at age 59.

As no agreement could be reached, the matter's been referred 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, while I recognise Mrs F will be very disappointed, I've reached the same conclusion as the investigator and for broadly the same reasons.

I understand Mrs F feels very strongly that she was led to believe the policy would provide cover for the whole of her life. And while I've no reason to doubt her recollections, in reaching a fair and reasonable conclusion I have to take account of all the evidence, including the documents created at the time of the sale. And unfortunately those documents don't support Mrs F's position. They show that the policy was set up for a 28 year term to cover her life only.

I can also understand, given the very unfortunate events that Mrs F has experienced over the term of the policy, why she might've had some uncertainty about how the policy worked. And I note she's said that she's held a number of other policies with Prudential over the period in question, which may have made keeping track of how they all worked more difficult.

But in all the circumstances, I don't think that, on balance, I can reasonably make a finding that Prudential acted incorrectly in selling the policy in 1991.

I note Mrs F has questioned why anyone would want life cover to end at age 59 but its quite normal to take out cover for a term that ends on or around the time when the policyholder may be reaching the end of their working life and any dependent children are likely to have left home. As such, I think it seems reasonable that Prudential sold a policy with a fixed term, which would also have been a cheaper way of providing the required life cover.

### **my final decision**

For the reasons given, my final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F to accept or reject my decision before 17 January 2020.

James Harris  
**ombudsman**