

complaint

Ms C complains that a life assurance policy was mis-sold to her by Barclays Bank PLC. Ms C is being helped with her complaint by a representative.

background

A life assurance policy was sold to Ms C by Barclays in January 2010. She complained to Barclays in 2014 that the policy was mis-sold to her because she was put under pressure to take out the policy and that the information with which she was provided was not clear or explained to her. Barclays did not agree that the policy had been mis-sold to her but accepted that it had caused delay in dealing with her complaint and credited £100 to Ms C's account. She 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 the sale of the policy was on a non-advised basis and that the information that was supplied to Ms C at the point of sale was clear and understandable. He considered that Ms C had reinstated the policy after mistakenly cancelling her direct debit and that she would not have done so if she had been pressured into taking out the policy. He also concluded that the compensation paid by Barclays for its delay was fair and reasonable.

Ms C's representative, on her behalf, has asked for this complaint to be considered by an ombudsman.

my findings

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

The policy was set up in January 2010 with a five year term - which has now expired – to provide decreasing life assurance cover to Ms C. The policy was sold to Ms C on a “non-advised” basis which means that Barclays did not carry out a detailed assessment of Ms C's needs and circumstances and then assess whether the policy was suitable for her. Barclays did however, have a responsibility to ensure that Ms C received clear and accurate information about the policy.

Barclays has provided a copy of the plan information pack that was sent to Ms C by the insurer in January 2010. I consider that the pack of information clearly and accurately described the policy and gave Ms C the information that she needed to consider whether the policy was suitable for her.

The pack clearly set out Ms C's right to change her mind and to cancel the policy by giving a notice of cancellation and it explained what she needed to do if she decided that she did not want the plan. The insurer's records show that Ms C phoned it towards the end of January 2010 to say that she had cancelled the policy by mistake and she would like to have it re-instated. The insurer then arranged a direct debit instruction with Ms C for the monthly premiums to be paid.

As the policy was sold to Ms C on a non-advised basis and that she received clear and accurate information about the policy, I am not persuaded that the policy was mis-sold to her. Nor do I consider it to be likely that she would have contacted the insurer to reinstate the policy after she had cancelled it if she had been put under pressure to take out the policy

and had not wanted it. I therefore do not consider that it would be fair or reasonable for me to require Barclays to refund to Ms C any of the premiums that she has paid for the policy.

Barclays has credited £100 to Ms C's account as a gesture of goodwill because of its delay in responding to her. I consider that to be fair and reasonable compensation for the delay that it has caused to Ms C's complaint and I am not persuaded that it would be appropriate for me to require Barclays to pay any further compensation to Ms C in these circumstances.

my final decision

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

Under the rules of the Financial Ombudsman Service, I am required to ask Ms C to accept or reject my decision before 1 May 2015.

Jarrold Hastings
ombudsman