

complaint

Mr T complained that Chase de Vere Independent Financial Advisers limited (Chase) mis-sold him a whole-of-life policy. He said he wasn't aware the premiums were reviewable. He subsequently said he also didn't want critical illness cover and wasn't aware it was included.

background

Chase said Mr T's complaint, originally about the reviewability of the premiums, should be time-barred as Mr T hadn't registered his complaint within the agreed time limits.

An adjudicator at this service agreed. Mr T accepted this assessment that we couldn't consider this issue.

Mr T subsequently said he wanted to complain about the critical illness cover. While this would normally require a new and fresh complaint to be started from scratch, in this case Chase requested that we consider this issue as part of the same complaint.

Mr T said the paperwork only states that life *or* critical illness cover was included, not life *and* critical illness cover. So he felt he wasn't made aware of this benefit being included.

Although the wording for critical illness cover is termed differently on Mr T's policy schedule (Lifecare Benefit), our adjudicator felt the document clearly indicated this additional benefit was included.

She thought the accompanying paperwork explained what the term meant, and made it clear critical illness cover was included under the policy. She also said that Mr T had, in an earlier phone call with her, indicated he was aware at the outset that this benefit was included.

Mr T didn't agree, saying the adviser told him he had terminal illness cover not critical illness cover. He also said the policy schedule's subsidiary clause states that Lifecare Benefit isn't included

Our adjudicator said she couldn't be sure what Mr T was told over the phone, but the paperwork confirms that terminal illness cover isn't included. Her interpretation of the subsidiary clause is that 'further assurance' isn't included, but Lifecare Benefit is.

As no agreement has been reached, the complaint has been brought to me for review.

my findings

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

I acknowledge Mr T's argument that there are wording differences between various documents. I also accept, as the adjudicator did, that it is impossible for me to reach a safe conclusion about what was, and what wasn't said in his conversation with the advisor.

However, my role in this case is to consider whether Chase made a fundamental mistake in setting up a policy he didn't want, and without his knowledge; in essence whether it mis-sold this critical illness cover.

For a number of reasons I cannot agree that it did interpret his wishes wrongly, or that he was misled into taking a policy he didn't want.

Overall, I think the documentation does clearly indicate that the proposed policy includes critical illness cover. There may have been minor wordings differences but, based on the evidence I have seen, I cannot reasonably conclude that Mr T was unaware of the policy he was signing up to.

As a former insurance loss adjuster, I am sure he was familiar with the importance of checking documents carefully, and I think it reasonable to assume he would have checked the final documentation if he was in any doubt on this issue.

I also note that he was sent a number of premium review letters, all of which clearly referred to the critical illness cover. So if he hadn't wanted critical illness cover, it's hard to understand why he didn't complain earlier.

Finally, I note that since making his initial complaint to Chase about the reviewability issue, he has received a number of replies before and since referring his complaint to this service. These replies contained clear references to the policy including critical illness cover.

The adjudicator says that Mr T acknowledged he knew he had critical illness cover in a phone call with her, but as I have not listened to a record of that call, I have not taken this information into account when reaching this decision.

my final decision

For the reasons above, I do not uphold this complaint or make any award.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr T to accept or reject my decision before 2 November 2015.

Tony Moss
ombudsman