

complaint

Mrs P complains about a term assurance policy she was sold by The Prudential Assurance Company Limited. She says this should have been on a joint life basis with her husband.

background

The adjudicator didn't think the complaint should be upheld. She noted Mrs P wanted life cover for family protection reasons. Her then husband also took out an identical policy. By each having their own policy, it gave the option of two claims being made instead of one if it had been a joint policy. On the whole, the adjudicator didn't think the policy was unsuitable.

Mrs P's representative didn't agree. It maintained a joint life policy would have been cheaper and more appropriate. The business has confirmed they didn't offer a joint term assurance in 1996.

my findings

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

I'm mindful that the initial complaint made to Prudential by the representative was based on a number of points. But several of these bore no relation to the type of policy Mrs P had. For instance, it was said she didn't have any investment experience and didn't want to take a risk with her money. But Mrs P had been sold a term assurance, which had no investment content. It's therefore not clear to what extent, if any, Mrs P's complaint had been clarified before the representative contacted Prudential.

But the complaint subsequently referred to us is that Mrs P should have been recommended a joint life policy along with her then husband. So I've considered this point.

I appreciate joint life cover will generally be cheaper than two single life policies. I also understand that cost is an important factor when it comes to term assurance.

But it's not the case a joint life policy will always be the best option. While it will have a lower premium, the sum assured will only be paid once. This will usually be on the first to die. So after that point, the second person will have no cover.

Unfortunately, there's limited information from the time the policy was sold as to what was discussed. Also, I understand Mrs P and her husband are no longer together. So it's not been possible to get his account of what happened, and what type of life cover they wanted as a couple.

On the whole, I've not seen sufficient evidence the advice given to Mrs P was unsuitable.

my final decision

I do not uphold the complaint and I make no award.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 1 October 2016.

Doug Mansell
ombudsman