

## **complaint**

Mr G complains that Lombard North Central Plc mis-sold him a Keyman life assurance policy.

## **background**

In 2008 Mr G arranged a finance agreement for a car for his business with Lombard North Central. He says he'd alternative cover elsewhere and was led to believe he needed the policy to secure the finance. He didn't need this additional policy. He says the paperwork doesn't represent the advice he was given or what he was told. He says he was advised by Lombard North Central.

Lombard North Central says the policy was sold on a non-advised basis. It often did business over the phone and Mr G was provided with the necessary information to understand the policy. It was up to Mr G to decide if he wanted the policy or not.

Our adjudicator recommended that this complaint shouldn't be upheld. He considered that:

- The policy was sold to Mr G on a non advised basis. This means it was sold without any advice or recommendations being made. No fact find was carried out and there's no evidence he was advised. It was up to Mr G to decide if it was suitable for him and whether he wanted to take it out or not.
- Mr G was given a key facts document explaining the policy and his cancellation rights. It explains the policy was optional and taking it out wasn't a requirement of getting the finance. It appears he received all the documentation at the same time. There's nothing to suggest the key facts document was sent after the sale.
- Mr G also ticked the demands and needs statement to say he wanted Keyman insurance. He signed to confirm he'd read and understood the terms and agreed to take out the policy. He also didn't tell Lombard North Central of any reason why it wasn't suitable for him. He doesn't appear to have told it that he'd other cover. Only the finance document, not the Keyman policy, was marked "sign and return".

Mr G doesn't agree. He's asked for an ombudsman review. He says advice was given and this has been accepted in another complaint he's made. The documentation arrived after the sale. He was told he had to take out the policy to get the finance.

## **my findings**

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

Some of the evidence in this case is incomplete, inconclusive or contradictory. So, I've made my decision based on what I think is most likely to have happened.

I agree with the conclusions reached by our adjudicator for broadly the reasons given.

On balance I don't think Lombard North Central gave Mr G advice about the Keyman policy. I also don't think that taking out the Keyman policy was a requirement of getting the finance. But even if it had been, that would've been a matter of Lombard North Central exercising its

commercial judgement in deciding whether it required Mr G to take out the policy as a condition of the borrowing. It's not for us to interfere in Lombard North Central's legitimate exercise of its commercial judgement.

In any event - whatever Lombard North Central said - it was up to Mr G to decide whether he wished to accept its conditions. Alternatively he was free to seek the finance from another provider. He also had the opportunity to cancel the policy if he wished but didn't do so.

Mr G says Lombard North Central has already accepted it gave advice in another complaint he's made. My role as an ombudsman is to consider the individual complaint and decide whether something has gone wrong. I'm required to reach a decision on a complaint that is fair and reasonable in all the circumstances of that particular complaint notwithstanding what may've happened in any other complaints brought by Mr G. Furthermore the fact that Lombard North Central may've accepted it advised on other matters doesn't mean that it did so in respect of this Keyman policy.

Overall, although I recognise Mr G's strength of feeling and frustration, I don't think I can reasonably require Lombard North Central to refund his payments or pay interest or compensation as he would like.

So, I don't see any compelling reason to change the proposed outcome in this case.

### **my final decision**

My decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to Mr G to accept or reject my decision before 5 November 2015.

Stephen Cooper  
**ombudsman**