

complaint

Mrs H complains about a life policy that she took out in 1987 with The Prudential Assurance Company Limited.

Prudential says that the policy was surrendered in late 1988, but Mrs H believes that she never received any surrender payment.

background

Mrs H requested proof from Prudential that the policy was surrendered. It was unable to provide any documents to confirm the surrender due to the amount of time which had passed.

The adjudicator who investigated the complaint felt it shouldn't be upheld. She concluded that although neither party could prove whether the policy was surrendered or not, it was most likely that it had been.

Mrs H was unable to show that any premiums had been paid since 1988 or provide anything to show the policy was still in force. The adjudicator thought this, combined with the lack of records held by Prudential meant it was likely the policy had not existed for many years.

Represented by her husband, Mrs H maintained that she had no recollection of receiving a surrender value.

As no agreement could be reached, I've been asked to review the complaint and make a decision.

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, I've reached much the same conclusions as the adjudicator, and for much the same reasons.

The difficulty in this instance is that there is very little information available due to the time which has passed. As a result, my decision is based upon what I think most likely to have happened.

I understand that Mrs H has the original documents from 1987. These confirm that the policy was set up and the terms of the cover, but they offer little help in confirming what happened to the policy after that time.

I note that Prudential says the policy was surrendered in 1988 and so it had no reason to retain documentation for such a large number of years. I feel that is likely to have been the case; because if policy funds still existed I believe Prudential would have a current record of the policy.

Importantly I understand that Mrs H hasn't been able demonstrate that any premium payments were made after 1988. If the policy had continued to exist but no premiums were being collected, I'd reasonably expect some correspondence to have been sent out to Mrs H.

I realise Mrs H is likely to be disappointed with my decision, but I can't reasonably conclude the policy still exists and a surrender value should be paid out now.

my final decision

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 H to accept or reject my decision before 29 December 2015.

Ross Hammond
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