

## **The complaint**

Mr H and Mrs H have complained that Connells Limited didn't cancel a life insurance policy.

## **What happened**

In 2018 Mr H and Mrs H were looking to remortgage as their fixed deal was about to end. At the same time the adviser at Connells reviewed their protection requirements. He said he could get Mr H and Mrs H a better deal on their life insurance. He did so, but their original policy wasn't cancelled. They only realised this in 2022.

Connells didn't uphold the complaint, so Mr H and Mrs H referred the matter here. Our investigator didn't find that Connells had done anything wrong. Mr H and Mrs H appealed.

As no agreement has been reached the matter has been passed to me to determine. I apologise for the time taken to reach this final stage of our process.

## **What I've decided – and why**

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 agree with the conclusion reached by our investigator for the following reasons:

- Connells say that the adviser told Mr H and Mrs H at the point of sale to cancel their old policy. Mr H and Mrs H think that the adviser said he would cancel it for them. I haven't disregarded Mr H and Mrs H's evidence, but I'm not persuaded that the adviser would have said he'd cancel the old policy – as he wouldn't have been able to cancel the direct debit. I find Connells' evidence more persuasive – that the adviser told Mr H and Mrs H that *they* would need to cancel their old direct debit when the new policy came into force.
- It is unfortunate that Mr H and Mrs H didn't notice that they were paying for both policies for some years. I don't doubt they would rather have spent the money on other things. It will be of little comfort to them to know that in the event of a claim both policies would have paid out. I understand Mr H and Mrs H's explanation for not noticing they were paying two direct debits. They came out at different times of the month and online banking was done on a mobile phone. Nevertheless, I can't say Connells is responsible for this.
- I'm sorry that my decision doesn't bring Mr H and Mrs H more welcome news, but in all the circumstances I don't find that Connells have done anything wrong. It follows that there is no basis for me to require Connells to refund the premiums paid to the insurer for the old policy after the new policy came into force.

**My final decision**

For the reasons given above my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Mrs H to accept or reject my decision before 15 December 2023.

Lindsey Woloski  
**Ombudsman**