

The complaint

Mrs A complains about advice given by Phoenix Life Limited when taking out an Over 50s life insurance policy.

What happened

Mrs A took out an Over 50s life insurance policy in 2011.

In 2023 Mrs A complained saying the policy had been mis-sold as the way the product worked wasn't made clear in several ways. Phoenix looked into the sale but didn't uphold the complaint saying they were transparent about the features and risks of the product.

Remaining unhappy Mrs A brought her complaint to our service where one of our Investigators looked into what happened. They explained that the policy was taken out on a non-advised basis so it was up to Mrs A to decide whether to take out the policy. They thought the documents from the time accurately explained the policy and that Phoenix had acted in line with the terms and conditions.

Mrs A disagreed so the matter has come to me for a decision.

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.

Mrs A has provided a lot of information about the complaint and it's clear to me how strongly she feels about what happened. I want to assure her that I've read and considered all that has been provided.

The sale took place over some 10 years ago so understandably there isn't a full record of what happened. Where there's a lack of information I've come to a decision based on the balance of probabilities about what I think is most likely to have happened

When complaining Mrs A said:

- The television adverts were misleading
- She thought the policy covered funeral costs
- The premiums could exceed the sum assured
- The necessary information to make a decision about the policy wasn't transparent.

Mrs A contacted Phoenix after seeing an advertisement for an Over 50s plan. I haven't seen these adverts and due to the passage of time Phoenix don't appear to have a copy. Even if these did exist it wouldn't be the role of this service to necessarily comment on television adverts. So I've concentrated on what happened when Mrs A made contact with Phoenix.

Part of the complaint is that Mrs A thought the policy would cover her funeral costs – but that's not how this product works. And I've seen no evidence that Phoenix said this was the case. The policy pays a guaranteed amount, subject to the terms and conditions, on the death of the policy holder.

Mrs A has said the premiums paid into the policy could exceed the sum assured – and this is correct as that is possible. The welcome letter sent to Mrs A says *Depending on how long you live, the total premiums paid may be greater than the cash sum payable on death*. Whilst I don't have a copy of the telephone call from when the policy was taken out, the scripted nature of these non-advised sales calls means I think it most likely that the possible risk was disclosed at that point. And I think it's also made clear in the documentation sent to Mrs A.

Having reviewed all the available documentation, and everything I know about what happened, I think the information was made clear for Mrs A to make an informed decision about taking out the policy. This was followed up in writing where all the features, benefits and risks of the product are explained in a welcome letter and keyfacts document.

Having carefully considered everything I'm satisfied Phoenix Life treated Mrs A fairly and reasonably so I won't be asking them to take any further action.

My final decision

For the reasons I've explained above, my decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 7 August 2023.

Warren Wilson

Ombudsman