

## **The complaint**

Mrs E has complained that Monument Life Insurance Dac has cancelled her mortgage payment protection insurance (PPI) policy that provided cover for accident, sickness and unemployment.

## **What happened**

Monument wrote to her in March 2023 informing her that the policy would be cancelled in June 2023.

Our adjudicator didn't uphold the complaint because Monument had made a business decision to withdraw this policy and had provided Mrs E with sufficient notice of the cancellation, in line with the policy terms and conditions.

Mrs E disagrees with the adjudicator's opinion and so the complaint has been passed 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.

Monument stopped making the policy available to new customers in 2012 and so it was only held by existing customers who had taken it out before then and who had continued to renew it on an annual basis. Monument has now taken the decision to withdraw this product altogether.

Monument is entitled to take a view on whether it wishes to continue to offer certain products and this service would not normally involve itself in the commercial decisions of a business in deciding to offer or withdraw particular products. I'm only looking at whether Monument has acted fairly and reasonably in the way that it has undertaken the cancellation.

Under the terms of the policy, it states that Monument must give 30 days' advance notice of the termination of the policy. Based on the available evidence, I'm satisfied that it did this.

Mrs E says that Monument has been acting on behalf of her mortgage lender who has requested that the policies be cancelled. Monument is the underwriter of the PPI and it owns the portfolio of policies that are being withdrawn. The mortgage lender was acting as the distributor and seller of the policies. There is clearly a relationship between Monument and the lender and Monument says the decision was made in conjunction with the lender. But I'm satisfied that it was ultimately Monument's decision to cancel the policies. Therefore, this complaint is correctly set up against Monument.

The cancellation is particularly problematic for Mrs E because, since taking out the policy in 2006, she now has health conditions that would be classed as pre-existing if she were to take out new cover with an alternative provider.

Mrs E's mortgage still has a number of years to run and I understand that she now feels vulnerable without insurance to cover her existing health conditions. I have a great deal of sympathy for her situation. But Monument hasn't singled her out. It has cancelled the policies of all the remaining policyholders, in accordance with the terms and conditions. I appreciate the impact for Mrs E will potentially be greater than for others. However, as it applied the withdrawal across all of its customers, I'm unable to conclude that it has treated her unfairly.

### **My final decision**

For the reasons set out above, I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs E to accept or reject my decision before 11 October 2023.

Carole Clark  
**Ombudsman**