

## **The complaint**

Mr F and Mrs F have complained that Tremellen Jeffrey Allan Ltd failed to give them relevant advice.

## **What happened**

Mr F and Mrs F took out a Whole of Life plan in October 2006.

In August 2016, the policy provider carried out their 10-year sustainability check. It explained the £104.91 monthly premiums wouldn't support the £35,000 benefit until the next review was carried out in 2021. Tremellen set out in writing what the options were for Mr F and Mrs F.

Mr F and Mrs F believe that they should have been given advice at this time.

Our investigator didn't recommend that the complaint be upheld – they didn't find that Tremellen had done anything wrong. Mr F and Mrs F appealed. They said that they expected the Premier Advisory Service, which they were subscribed to, would include advice. They felt that the adviser had treated them unfairly.

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

I've summarised the background to this complaint and focused on what I find are the key issues here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts. I recognise that Mr F and Mrs F will be disappointed by my decision, but for the following reasons I agree with the conclusion reached by our investigator:

- Mr F and Mrs F had conversations with Tremellen to discuss the provider's letter. Tremellen explained what the options were. Mr F and Mrs F asked Tremellen to find out what the benefit would be if they increased their premiums to £150. Tremellen provided this information. In September 2016, Mr F and Mrs F decided to reduce the sum assured to £16,202. Tremellen didn't advise them to do so – nor was it required to advise at this time. Rather it provided information for Mr F and Mrs F to make an informed decision as to how they wished to proceed.
- I'm not persuaded that Mr F and Mrs F had paid for ongoing advice. Their client agreement said that the Premier Advisory Service was *'most suitable for clients who wish to receive an annual review of their affairs to ensure their investments continue to meet their needs and aspirations'*. On 17 June 2016 Mr F and Mrs F met with

Tremellen but said they did not want a full financial review at that stage. I understand this was because of health problems Mrs F was experiencing.

- However it is clear that the policy provider had sent Mr F and Mrs F enough information to reach an informed view, and Tremellen had answered further questions that they had related to that review. In all the circumstances I don't find that Tremellen failed to provide advice, acted contrary to the client agreement, or otherwise treated Mr F and Mrs F unfairly.

### **My final decision**

For the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F and Mrs F to accept or reject my decision before 13 December 2023.

Lindsey Woloski  
**Ombudsman**