

## The complaint

Mr J has complained that ReAssure Limited mis-sold him a whole of life and critical illness cover in 1993.

## What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving the reasons for my decision.

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, and although I recognise that Mr J will be disappointed by my decision, I agree with the conclusion reached by the investigator for the following reasons:

- Mr J met with an adviser in April 1993. ReAssure has taken responsibility for the sale. The adviser recorded that Mr J *'did not feel he particularly required life cover...he requested a policy which provided him with £100,000 cover, specifically because of the critical illness cover...'*. The adviser recommended a whole-of-life and critical illness policy. Mr J was single with no dependants at the time, so ReAssure has agreed that Mr J didn't need or require life cover and has offered to refund the premium paid with interest. I think that is fair as I don't find life cover was a suitable recommendation for Mr J in 1993.
- Mr J complains that he shouldn't have been sold critical illness cover either. Although Mr J has said he had critical illness policies at the time, I haven't seen any evidence that he did. He did have endowment policies and I fully accept that he had benefits through his employer's pension scheme which included permanent ill health and injury benefits. But this was tied to Mr J's employment and in any event isn't the same as critical illness cover, which will provide a lump sum when an eligible claim is made. I find that recommending cover for critical illness was reasonable, and cover wasn't being duplicated.
- It is apparent from the details recorded by the adviser at the time of the sale that this was discussed, and Mr J wanted this protection. Mr J would have benefitted from the cover provided by his policy if he'd fallen ill with an illness listed in the policy. I agree that there was no obligation to have this cover, but I'm not persuaded that the recommendation was unsuitable or contrary to Mr J's requirements. I haven't disregarded Mr J's representations but having considered his circumstances and the documentation from the time I'm satisfied that the recommendation was a suitable one.

## **My final decision**

ReAssure Limited has already made an offer to refund the cost of premiums for the life cover with net interest at 8%. I find this offer was fair in all the circumstances.

So my decision is that ReAssure Limited should refund Mr J in accordance with the above offer. If the refund hasn't already been made, it should re-calculate the loss to the date of settlement.

I make no further award.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 2 January 2024.

Lindsey Woloski  
**Ombudsman**