

The complaint

Mrs T and Mr T have complained that Lifesearch Partners Limited failed to cancel a direct debit.

What happened

Mrs T and Mr T took out a replacement Life insurance plan through Lifesearch in November 2022. However as well as paying for their new plan they paid two premiums amounting to £103.08 on their previous policy. Mrs T and Mr T don't recall being advised to cancel this policy by the Lifesearch adviser.

Our investigator didn't recommend that the complaint was upheld. Mrs T and Mr T appealed.

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 Mrs T and Mr T will be disappointed by my decision, I agree with the conclusion reached by our investigator for the following reasons:

- I've listened to the call that Mrs T had with the adviser on 8 November 2022. He told her that she would need to cancel her direct debit for her old policy. I appreciate that Mrs T may not recall this, but I'm satisfied that the advice was correctly given.
- Additionally Mrs T and Mr T were sent an email on 9 November 2022 containing details of their cover. It also advised: *If this policy is to replace existing cover, then on commencement of this replacement cover you will need to inform the original insurance company that you are cancelling, and importantly you will need to cancel the existing direct debit mandate. LifeSearch cannot do this for you.* Mrs T has said that the email wasn't received. She said that this was a busy time, nearing Christmas. However, I find that it is more likely than not that the email was sent. I see that Lifesearch had been given a correct email address, so I'm not persuaded that there was an error on its part.
- I do accept that there may have been a misunderstanding here, but Lifesearch can't cancel a customer's direct debit and did inform Mrs T and Mr T that this was so. In all the circumstances I don't find that Lifesearch did anything wrong and therefore there is no basis for me to require it to take any action.
- For completeness I would add that the original policy was live until cancelled, that is to say in the event of a claim, it would have paid out.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T and Mr T to accept or reject my decision before 14 December 2023.

Lindsey Woloski
Ombudsman