

The complaint

Mr T and Mrs S have complained about the service provided by Sun Life Assurance Company of Canada (U.K.) Limited and about investment performance.

What happened

The background to this complaint is well known to the parties so I won't repeat it again here. Instead I'll focus on giving reasons for my decision.

I apologise for the time taken to reach this final stage of our process.

Mr T has brought the complaint, but Mrs S has agreed for him to do so. For simplicity I will just refer to Mr T.

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, I agree with the conclusions reached by the investigator for these reasons:

- Mr T and Mrs S took out a life assurance policy in 1992. It wasn't sold on an advised basis. Sun Life isn't responsible for providing ongoing advice. I understand that this is disappointing to Mr T, but I don't find that Sun Life has done anything wrong in this regard. Likewise investment performance is dependent on market conditions, and isn't guaranteed. Sun Life advised Mr T of this in April 2023, in response to his email dated the same month.
- I do understand Mr T's frustration at the service received from Sun Life. Sun Life accepts that Mr T has experienced unacceptable delays and poor customer service. Sun Life apologised and offered Mr T compensation of £100. I agree that compensation was merited for the stress caused to him, not least because Mr T waited a year for a reply to his April 2022 query. But I find that £100 is fair and reasonable in all the circumstances of this complaint.
- When it did respond to Mr T, Sun Life also explained that the policy was 'paid up' – but didn't tell Mr T what this meant. However I note that it did subsequently write to him providing an explanation. Mr T will now be aware that because no premiums had been received since March 2021 – the policy was considered to be 'paid up'. Sun Life will use the cash value to pay charges for running the plan – this means the value is likely to decrease. We can't advise Mr T how to cash in his policy – but he can contact Sun Life directly, advising them of his wishes.
- Although Mr T feels that Sun Life should have written to Mrs S to ask for 50% of the premium payments, it wasn't obliged to do so. As this was a joint policy Sun Life needs permission from both parties to make any changes and it can't demand that either pays a certain percentage. I note that between March and September 2021

letters were sent regarding premium arrears. So I don't find there was any error by Sun Life here. But Mr T and Mrs S have confirmed that Mrs S should be removed from the policy. The investigator asked Sun Life to write to Mrs S, and I understand it has done so, explaining how to go about this change.

- I appreciate that this wasn't the response that Mr T was hoping for, but in all the circumstances I'm satisfied that the offer of compensation Sun Life has made is fair. Other concerns that Mr T has raised would need to be addressed to Sun Life before this Service can consider them.

My final decision

Sun Life Assurance Company of Canada (U.K.) Limited has already made an offer to pay Mr T £100 to settle this complaint and I think this offer is fair in all the circumstances.

So my decision is that Sun Life should pay Mr T £100, if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T and Mrs S to accept or reject my decision before 31 January 2024.

Lindsey Woloski
Ombudsman