

## **The complaint**

Mr O has complained about the customer service, in particular the lack of correspondence, he received from Scottish Widows Limited regarding a policy he took out in 2007.

## **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.

## **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'm sorry to disappoint Mr O, I agree with the conclusion reached by the investigator for the following reasons:

- Mr O took out a term assurance policy provided by Scottish Widows in 2007. He believed his broker had applied for a level term policy rather than a decreasing term policy on his behalf. But he said he wasn't aware that he actually had a decreasing term policy until Scottish Widows sent a statement in 2023. Scottish Widows apologised and accepted that not receiving annual statements caused Mr O distress and inconvenience. But this is a long term policy and there was no obligation on it to send statements periodically, although this may well have been useful. For completeness I would add that the policy document doesn't raise any expectation that annual statements will be sent.
- Scottish Widows accepts too that Mr O received poor service in relation to a phone call he made some years ago when he was told he wouldn't receive statements. Although this was correct, it was apparently told in a sniggering way. I haven't heard a recording, but I accept this was an upsetting experience for Mr O. Scottish Widows offered Mr O compensation for the service provided overall in the sum of £200, which I find was fair.
- However Scottish Widows didn't sell the policy to Mr O – it was just providing information about the policy he had. So I don't find that Scottish Widows is responsible for Mr O having a different policy to the one he thought he had applied for in 2007 – that is a decreasing term policy rather than a level term one. A separate complaint has been raised about the sale of this policy.
- Mr O has recently found a letter he received from Scottish Widows in 2005 providing a copy of his application form for a level term policy in 2002, but this complaint concerns the policy taken out in 2007. With regard to the customer service received in respect of the 2007 policy I find that the offer of compensation is fair. There is no basis for me to require Scottish Widows to return the premiums paid for the policy.

**My final decision**

Scottish Widows has already made an offer to pay £200 compensation to settle this complaint and I find the offer is fair in all the circumstances.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 29 April 2024.

Lindsey Woloski  
**Ombudsman**