

## The complaint

Mr and Mrs F complain that Monument Life Insurance Dac cancelled their payment protection insurance ('PPI') policy.

## What happened

PPI was sold to Mr and Mrs F in 2006 and they paid for the policy by way of monthly premiums.

On 20 March 2023, a letter was sent to Mr and Mrs F notifying them that the Monument was cancelling their policy with effect from 30 June 2023. This is because the insurer was withdrawing the cover from the market. Mr and Mrs F didn't want their policy to be cancelled. They were happy with the cost of the PPI and said finding an alternative policy would be more expensive and less favourable to them. They wanted the PPI policy to be left in place.

Mr and Mrs F complained to Monument who said it had acted within its terms and conditions when cancelling the cover.

Mr and Mrs F then complained to this service. Our adjudicator considered the complaint but didn't think it should be upheld. Mr and Mrs F did not agree with that view. They said they hadn't been given a reasonable explanation as to why the policy had been cancelled.

As Mr and Mrs F didn't agree with our adjudicator, the matter has been passed to me for a final 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.

I know Mr and Mrs F will be disappointed with my decision, but I'm afraid I haven't upheld their complaint. I'll explain why.

It looks as though cover was sold by a third-party business, but Monument is the insurer. I can see from the correspondence sent to Mr and Mrs F that Monument said all its PPI policies were being withdrawn from the market – it wasn't only Mr and Mrs F's policy that was cancelled. In other words, Monument made a commercial decision to cancel all PPI policies like Mr and Mrs F's.

It might if I explain the role of this service. We don't regulate financial businesses. And we can't tell Monument to reinstate a financial product to the market if it has taken a commercial decision to withdraw it. What we can do is consider individual complaints and look at whether Monument acted fairly and reasonably when it cancelled Mr and Mrs F's policy.

To help me decide on that point, the first thing I've looked at is the terms and conditions that apply to Mr and Mrs F's policy. I can see those terms say that Monument can cancel the policy by giving 90-days' notice. In this case, Monument gave Mr and Mrs F more than 90-days written notice to say that their cover would be coming to an end. So, I'm satisfied it complied with its terms and conditions.

I know Mr and Mrs F are keen for their cover to continue. But just because a policy has been offered by an insurer, it doesn't mean that cover has to continue for ever. Monument can

bring the policy to and end if it chooses to do so and gives the relevant notice – just as Mr and Mrs F would have been able to cancel their cover if they wanted to.

Overall, I can see Mr and Mrs F are disappointed that their cover has been cancelled, but I can't say Monument made a mistake when it did this. And it has given them more than the required notice set out in the terms and conditions. With that in mind, Monument doesn't need to take any further action in this case.

## My final decision

I don't uphold this complaint about Monument Life Insurance Dac.

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 5 September 2023.

Nicola Bowes Ombudsman