

The complaint

Mrs W has complained about the time taken by Countrywide Assured Plc to pay a life insurance claim.

What happened

The background to this complaint is well known to the parties so I won't repeat the details again here. In summary Mrs W submitted a claim under a joint life insurance policy when her ex-husband died in May 2021. The claim wasn't settled until June 2022. Countrywide admitted its service failings throughout the claims process and offered £200 in compensation.

Our investigator didn't recommend that the complaint be upheld. Mrs W appealed. For simplicity I will just refer to Mrs W, although the representations have been made on her behalf by her solicitor. References to Countrywide also include its agents.

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.

Firstly, I'm aware I've summarised the background to this complaint. No discourtesy is intended by this. Instead, I've focused on what I find are the key issues here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts. If there's something I haven't mentioned, it isn't because I've ignored it. I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome.

Having done so, and although I'm sorry that my decision doesn't bring Mrs W more welcome news, I agree with the conclusions reached by the investigator for these reasons:

- The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So I've considered, amongst other things, the law; the terms of the insurance contract; and the available evidence, to decide whether I think Countrywide handled Mrs W's claim fairly.
- It is apparent from the telephone transcripts that Mrs W was very concerned and anxious as to whether her claim would be accepted. She had written to Countrywide in February and April 2021 requesting that the policy be cancelled. It follows that premiums weren't up to date and following the death of Mr W she was offering to make a payment but was told this wouldn't be necessary. However when the promised claim forms didn't arrive she called again on several occasions, also seeking clarity on whether she would need to make a payment. She was clearly concerned that her claim might be impacted. It is unfortunate that the claim forms didn't arrive promptly, and that Mrs W wasn't given the assurance she needed regarding the outstanding premiums. Countrywide did accept that that Mrs W wasn't provided clear information or kept fully updated and offered £200 in compensation for this and for insufficient updates during the claims process. In the circumstances I find

that was fair.

- There is no question that it took much longer than one would hope for this claim of this type to be paid. The question here though is whether Countrywide's acts or omissions caused the delay. Mrs W sent Countrywide her claim form and documents which were received on 1 July 2021. This included an interim death certificate. Mrs W explained to Countrywide that it could take some months for the final death certificate to be issued by the Coroner. Countrywide, having liaised with its claims committee/reinsurers, explained that it would need the death certificate in order to process the claim. This is usual practice, and I don't find that Countrywide treated Mrs W unfairly by requiring it.
- Countrywide did contact the Coroner's office in August 2021, but no reply was received until November 2021 when the Coroner's office replied and said: *We cannot supply you with the requested information at this time. An inquest has been opened into the death and has yet to be concluded. We are not in a position to provide you with any information until final determinations have been made.* I find it was reasonable for Countrywide to accept this explanation.
- Following contact from Mrs W Countrywide reached out to its claims committee/reinsurers in February 2022, who confirmed that a final death certificate was required. Nevertheless, when Mrs W advised in March 2022 that the inquest had been adjourned and that the coroner's office confirmed that due to a backlog of pandemic related inquests, it could be that the formal inquest would not even be concluded that calendar year, Countrywide reached out again to its reinsurers. I find that was fair. It was only at that stage the reinsurer conceded that at a bare minimum, they needed confirmation there were no suspicious circumstances or third party involvement. Countrywide wrote to the Coroner the same day, asking if this could be confirmed prior to the inquest. The Coroner's office responded on 21 April 2022, agreeing this was the case. It was then agreed that the claim should be accepted, but further documentation was required by Mrs W. When that was to hand, the claim was promptly paid.
- Countrywide went outside its usual processes to pay the claim when it did, that is before the inquest had taken place. I'm satisfied that it treated Mrs W fairly and reasonably by doing so. The delays in paying the claim were not wholly of its making and I'm not persuaded that it would have been reasonable to expect it pay the claim on the basis of the interim death certificate earlier than it did. I think that on occasion Countrywide could have replied more promptly to correspondence, but it has apologised for insufficient updates and offered compensation which I found was fair. I don't agree that Countrywide sought to avoid paying the claim or unreasonably sought to blame delays on the Coroner's office.
- Countrywide added interest to the claim when it made the payment. I find that was the fair thing to do. There was no obligation on it to use the court's interest rate.
- Mrs W employed solicitors – her representative – who corresponded with Countrywide on her behalf. I understand why she did so but as the investigator explained our service offers a free alternative to the courts. Mrs W wasn't obliged to use solicitors in applying here or in corresponding with Countrywide. For this reason, I don't require Countrywide to pay or contribute to her legal costs.

My final decision

Countrywide Assured Plc has already made an offer to pay £200 in compensation and I find

the offer is fair in all the circumstances.

So my decision is that Countrywide Assured Plc should pay Mrs W £200 if it hasn't already done so.

I don't require it to take any further action.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 1 December 2023.

Lindsey Woloski
Ombudsman