



<u>Decision Ref:</u>	2020-0375
<u>Sector:</u>	Banking
<u>Product / Service:</u>	Repayment Mortgage
<u>Conduct(s) complained of:</u>	Maladministration (mortgage) Dissatisfaction with customer service
<u>Outcome:</u>	Rejected

LEGALLY BINDING DECISION OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

The Complainant holds a mortgage loan with the Provider that was initially drawn down on **20 November 1998** with a joint borrower in the amount of IR £72,000 for a term of 25 years. This mortgage loan was later transferred into the sole name of the Complainant on **6 February 2006** and is due to be repaid in full on 30 November 2023. As at March 2020, the mortgage loan balance was €21,852.40 and payments were not in arrears.

The Complainant's Case

The Complainant, who has been diagnosed with a terminal illness, held a mortgage protection policy with a named Insurer that expired in December 2019, notwithstanding that her mortgage loan with the Provider is not due to be repaid in full until 30 November 2023, as originally scheduled.

In this regard, the Complainant sets out her complaint in the Complaint Form she completed, as follows:

"I believe [the Provider] failed in [its] obligation to me under the Consumer Credit Act 1995 Section 126 in that [the Provider] did not ensure that my mortgage remained protected by life insurance by ensuring my insurance policy was assigned to my mortgage for its lifetime".

In this regard, Section 126 of the Consumer Credit Act 1995 states, *inter alia*, as follows:

“Subject to the provisions of this section, a mortgage lender shall arrange, through an insurer or an insurance intermediary, a life assurance policy providing, in the event of the death of a borrower before a housing loan made by the mortgage lender has been repaid, for payment of a sum equal to the amount of the principal estimated by the mortgage lender to be outstanding in the year in which the death occurs on the basis that payments have been made by the borrower in accordance with the mortgage, such sum to be employed in repayment of the principal”.

As a result, the Complainant seeks for the Provider *“to help to ensure the remainder of my mortgage is covered”.*

The Provider’s Case

Provider records indicate that the Complainant applied for a mortgage loan with a joint borrower in August 1998. In its Letter of Approval to the Complainant and the joint borrower dated **18 September 1998**, the Provider advised, *inter alia*, at pg. 2, as follows:

“Special Conditions ...

- C. ***UNLESS OTHERWISE AGREED WITH [THE PROVIDER], GENERAL MORTGAGE APPROVAL CONDITION 1.17 APPLIES TO THIS LOAN (MORTGAGE PROTECTION)”.***

Condition 1.17 of the enclosed General Mortgage Loan Approval Conditions booklet stated, as follows:

“The Applicant must obtain adequate life assurance or mortgage protection for an amount equal to or greater than the amount and term of the advance. The Applicant must absolutely and unconditionally assign such life assurance or mortgage protection to [the Provider]. Where such Life Assurance or Mortgage Protection is to be effected by [the Provider] through its Agency on the life of the Applicant (and Guarantor where applicable) at their request, the mortgage protection or life assurance application form must be completed by the Applicant (and Guarantor where applicable) and returned, together with the relevant Birth Certificate to [the Provider] and the monthly premium will be added to the monthly instalment shown on the Letter of Approval. The Applicant shall be under the sole and exclusive obligation to maintain such life assurance or mortgage protection in force during the term of the mortgage and subject at all times to the terms and conditions of the Mortgage Deed to be executed by the Applicant and shall be under the sole and exclusive obligation to comply with the terms of such mortgage protection or life assurance and notify immediately [the Provider] of any breach of such terms or any lapse of such life assurance or mortgage protection.

If an Applicant should make default in the payment of the monthly instalments shown on the Letter of Approval to [the Provider], [the Provider] shall be under no obligation

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to pay the monthly premium due in respect of the mortgage protection or life assurance or to take any steps to maintain the same in force but, without prejudice to the foregoing, [the Provider] may at its sole and absolute discretion pay the said premiums and the Applicant shall be liable to repay the same to [the Provider]. [The Provider] shall be under no obligation to inform the Applicant of the lapse or suspension of such life assurance or mortgage protection which results from non-payment of premium or any other breach of the terms of such mortgage protection or life assurance”.

The Provider notes that the onus was therefore on the Complainant to obtain an adequate life assurance policy, for an amount equal to or greater than the balance and term of the mortgage loan and that she was responsible for the payment of the policy premiums and for ensuring that the life assurance cover remained in place and sufficient to cover the balance outstanding of the mortgage, in the event of death.

In addition, **Section 8, ‘Insurance’**, of the enclosed Mortgage Conditions 1996 booklet stated, *inter alia*, at pg. 15, as follows:

- “8.1 The Property shall be insured at the expense of the Mortgagor for such amounts against such risks with such insurers and in such manner as [the Provider] may from time to time require or approve.*
- 8.2 [The Provider] shall be under no obligation to see to the adequacy of the cover afforded by an insurance policy.*
- 8.3 [The Provider] may without being obliged to do so at the expense of the Mortgagor pay the insurance premiums as they become due but nevertheless [the Provider] shall not under any circumstances be responsible for any omissions or refusal to keep in force or renew the Policy nor for any loss or expense which the Mortgagor may suffer by reason of any such omissions ...*
- 8.6 The insurance required may be effected or maintained by the Mortgagor with any insurer and through any agency or any intermediary PROVIDED ALWAYS that if the Mortgagor so elects he shall*
- duly and punctually pay all premiums and other moneys necessary for effecting and keeping up such insurance when same shall become due*
 - lodge with [the Provider] the policy of such insurance if requested”.*

The Provider says that the onus was on the Complainant to maintain up to date premium payments on her life assurance policy and to ensure that adequate life cover remained in place and to advise the Provider of any changes to or lapse of such cover, or if cover was moved to another Insurer.

The Provider says that the Complainant signed the Acceptance of Loan Offer on **14 October 1998**, indicating, as follows:

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"I/we the undersigned accept the within offer on the terms and conditions set out in

- i. Letter of Approval*
- ii. the General Mortgage Loan Approval Conditions*
- iii. [the Provider] Mortgage Conditions*

copies of the above which I/we have received and agree to mortgage the property to [the Provider] as security for the mortgage loan".

The Provider received by fax on **5 November 1998** a mortgage protection policy schedule for policy xxxxx328 in the names of the Complainant and the joint borrower, detailing that this policy with a named Insurer was due to commence on 1 December 1998 for a term of 25 years, with a life assured sum of IR £72,000. As the mortgage loan was in the amount of IR £72,000 payable over a term of 25 years, the Provider was satisfied that this policy was sufficient and was in accordance with the terms and conditions of the mortgage account.

The Provider says that the Complainant's mortgage loan was initially drawn down on 20 November 1998 in joint names, in the amount of IR £72,000, repayable over a term of 25 years. The mortgage protection policy was assigned to the Provider and I note that the Insurer confirmed that the Provider's interest was noted on the policy in its correspondence dated **27 November 1998**.

The Provider says that following consideration of a '**Request for Transfer of Existing Mortgage**' application dated 15 October 2004, it wrote to the Complainant on 5 September 2005 to advise her, amongst other things, as follows:

"[The Provider] is prepared to consent to the transfer of the above property and mortgage into the sole name of [the Complainant] ...

[The Provider's] consent is subject to the following:-

- 1. Life Cover be taken out for [the Complainant] (sole) for the amount and term presently outstanding on the above loan, in this regard I would request that they contact their local branch for details and when assignment is complete, please furnish me with policy details".*

The Provider says that the Complainant's Solicitor wrote to the Provider on 12 December 2005, enclosing a mortgage protection plan policy certificate for policy xxxxx719, together with a Deed of Assignment duly signed. The Policy Certificate confirmed that the policy was in the sole name of the Complainant with a commencement date of 1 October 2005 for a term of 19 years, with a life cover sum insured of €76,305. As the outstanding balance of the mortgage loan was approximately €75,000 with a remaining term of 19 years, the Provider was satisfied that this policy provided sufficient cover for the outstanding mortgage balance and term at that time, in accordance with the terms and conditions of the mortgage account. In light of this, the Provider transferred the mortgage loan into the sole name of the Complainant on 6 February 2006, in accordance with her request.

The Provider notes that there is a contractual requirement and continuing obligation on the Complainant under the terms and conditions of her mortgage contract to maintain sufficient

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life assurance cover to repay the full outstanding mortgage account balance, for the duration of the mortgage term.

The Provider is satisfied that it met its obligations with regards to the terms and conditions of the Complainant's mortgage loan. In this regard, the Provider sought confirmation from the Complainant that she had arranged for an adequate life assurance policy to be put in place, both in September 1998, before the commencement of the mortgage loan and again in September 2005, when transferring the mortgage loan into her sole name.

The Provider says that there is no obligation on the Provider to monitor the Complainant's payments to any such policy. In addition, it says that there was no obligation on the Provider to contact the Insurer to note its interest in the borrower's life assurance policy.

As a result, the Provider refutes the Complainant's assertion that it has failed in its obligations under **Section 126** of the **Consumer Credit Act 1995**, which states, *inter alia*, as follows:

"Subject to the provisions of this section, a mortgage lender shall arrange, through an insurer or an insurance intermediary, a life assurance policy providing, in the event of the death of a borrower before a housing loan made by the mortgage lender has been repaid, for payment of a sum equal to the amount of the principal estimated by the mortgage lender to be outstanding in the year in which the death occurs on the basis that payments have been made by the borrower in accordance with the mortgage, such sum to be employed in repayment of the principal".

The Provider says that whilst it is the practice to assign a life assurance policy to it, it notes that there is no statutory obligation on the Provider under Section 126 of the Consumer Credit Act 1995 to assign any life assurance policy obtained by a borrower to the Provider. Instead, the statutory obligation on the Provider under Section 126 of the Consumer Credit Act 1995 is to ensure that there is a life assurance policy in place for the term of the mortgage loan.

The Provider is satisfied that it discharged this obligation (i) in November 1998, on receipt of a mortgage protection policy schedule in the names of the Complainant and the joint borrower detailing a commencement date of 1 December 1998 for a term of 25 years with a life assured sum of IR £72,000, and (ii) again in December 2005, on receipt of a mortgage protection plan policy certificate in the sole name of the Complainant detailing a commencement date of 1 October 2005 for a term of 19 years with a life cover sum insured of €76,305.

The Complainant submitted a query to the Provider on 31 October 2019 by way of its online complaint form, as follows:

"I took out an insurance policy in 2005 to protection my...mortgage. I believed this policy was assigned to [the Provider]. However, the insurance company...say this policy is not assigned to anybody. Could you please clarify for me if the assignment of this policy was completed correctly"

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The Provider contacted the Complainant on **5 November 2019** requesting further details. The Complainant responded by email on 13 November 2019, attaching correspondence from the Insurer confirming that mortgage protection policy xxxxx719 was not assigned to the Provider. The Provider advised the Complainant by email that it would assign this policy to it so that it could liaise directly with the Insurer on the matter.

The Provider then telephoned the Insurer on 15 November 2015 and was advised that the mortgage protection policy xxxxx719 had lapsed in 2009 and was replaced by life assurance policy xxxxx966. The Provider notes that the Complainant failed to inform it that this policy had lapsed in 2009, and she did not furnish it with details of the alternative cover. Whilst it cannot confirm the details of this alternative life assurance policy, the Provider understands that it lapsed in December 2019 and that the Complainant now has no life assurance cover in place for the remainder of the term of the mortgage loan.

The Provider notes that the Complainant did not approach it in 2009 when arranging for alternative life assurance cover, through her chosen broker, and it has no record of this matter on file. The Provider only became aware that her mortgage protection policy xxxxx719 had lapsed in 2009 when informed of same by the Insurer by telephone on 15 November 2019.

The Provider notes from the Complainant's complaint papers that an alternative life assurance policy xxxxx966 was arranged through her broker with the Insurer, for a term of 10 years, which it says was insufficient to cover the remaining term of the mortgage loan. The Provider says that it is important to note that the Provider had no input whatsoever in the discussions between the Complainant and her chosen broker, and it was not provided with details of this alternative cover in 2009. The Provider is of the opinion that the onus was and is on the Complainant and/or her chosen representative to ensure that there was sufficient cover in place throughout the term of her mortgage loan, in accordance with the terms and conditions of that loan.

The Provider says it subsequently became aware of the Complainant's ill health upon receipt of her complaint papers from the Office of the Financial Services and Pensions Ombudsman in February 2020. Due to her personal circumstances, the Provider is aware that the Complainant may not be in a position to arrange for alternative cover. The Complainant has asked for the Provider to ensure that the remainder of her mortgage loan is covered in resolution of this complaint, however the Provider is not in a position to arrange a life assurance policy for her in this manner.

The Provider is, however, committed to working with the Complainant in an effort to address the remaining balance on her mortgage loan account. In this regard, the Provider says that it wrote to the Complainant on 17 February 2020 enclosing a Deed of Transfer for completion, to allow her to transfer the mortgage loan into the joint names of the Complainant and her children. It also arranged for a point of contact at her local Provider branch, to assist her with this process if required.

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In addition, in its letter to this Office dated **22 May 2020**, the Provider advised the Complainant, *inter alia*, as follows:

“The approval and execution of a Deed of Transfer is standard practice when transferring a Mortgage Loan into joint names. The Deed is a legal document which formally adds the Complainant’s children to the Mortgage Loan and the Title of the mortgaged property.

I have enclosed a draft Deed for the attention of the Complainant’s solicitor. The Complainant’s solicitor is required to complete the Deed and return it to [the Provider] for approval and sealing. Once completed, [the Provider] will then return the Mortgage to the Complainant’s solicitor to be registered with the Land Registry in the joint names of the Complainant and her children ...

Due to the circumstances of this case, [the Provider] is prepared to waive the requirement for life cover for [the Complainant]. However, [the Provider] strongly recommends that [her son] and [her daughter] arrange to take out life cover in their names”.

In its letter to this Office dated **27 May 2020**, the Provider further advised that in order for it to assist the Complainant with the transfer process, that her solicitor should liaise with the Provider directly to discuss and progress the matter.

The Complaint for Adjudication

The complaint is that the Provider failed to ensure that the Complainant’s mortgage loan balance was at all times protected by mortgage protection cover until November 2023.

Decision

During the investigation of this complaint by this Office, the Provider was requested to supply its written response to the complaint and to supply all relevant documents and information. The Provider responded in writing to the complaint and supplied a number of items in evidence. The Complainant was given the opportunity to see the Provider’s response and the evidence supplied by the Provider. A full exchange of documentation and evidence took place between the parties.

In arriving at my Legally Binding Decision I have carefully considered the evidence and submissions put forward by the parties to the complaint.

Having reviewed and considered the submissions made by the parties to this complaint, I am satisfied that the submissions and evidence furnished did not disclose a conflict of fact such as would require the holding of an Oral Hearing to resolve any such conflict. I am also satisfied that the submissions and evidence furnished were sufficient to enable a Legally Binding Decision to be made in this complaint without the necessity for holding an Oral Hearing.

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A Preliminary Decision was issued to the parties on **1 October 2020**, outlining the preliminary determination of this office in relation to the complaint. The parties were advised on that date, that certain limited submissions could then be made within a period of 15 working days, and in the absence of such submissions from either or both of the parties, within that period, a Legally Binding Decision would be issued to the parties, on the same terms as the Preliminary Decision, in order to conclude the matter. Following the consideration of additional submissions from the parties, the final determination of this office is set out below.

The complaint at hand is that the Provider failed to ensure that the Complainant's mortgage loan was at all times protected by mortgage protection cover. In this regard, the Complainant holds a mortgage loan with the Provider that was initially drawn down with a joint borrower on 20 November 1998, some 22 years ago, in the amount of IR £72,000, repayable over a term of 25 years. This mortgage loan was later transferred into the sole name of the Complainant on **6 February 2006** and remains due to be repaid in full on 30 November 2023.

I note from the documentary evidence that the Complainant applied to the Provider for a mortgage loan with a joint borrower in August 1998. Having considered this application, I note that in its Letter of Approval to the Complainant and the joint borrower dated **18 September 1998**, the Provider advised, *inter alia*, at pg. 2, as follows:

"Special Conditions ...

- C. *UNLESS OTHERWISE AGREED WITH [THE PROVIDER], GENERAL MORTGAGE APPROVAL CONDITION 1.17 APPLIES TO THIS LOAN (MORTGAGE PROTECTION)".*

In this regard, Condition 1.17 of the enclosed General Mortgage Loan Approval Conditions booklet stated, as follows:

"The Applicant must obtain adequate life assurance or mortgage protection for an amount equal to or greater than the amount and term of the advance. The Applicant must absolutely and unconditionally assign such life assurance or mortgage protection to [the Provider]. Where such Life Assurance or Mortgage Protection is to be effected by [the Provider] through its Agency on the life of the Applicant (and Guarantor where applicable) at their request, the mortgage protection or life assurance application form must be completed by the Applicant (and Guarantor where applicable) and returned, together with the relevant Birth Certificate to [the Provider] and the monthly premium will be added to the monthly instalment shown on the Letter of Approval. The Applicant shall be under the sole and exclusive obligation to maintain such life assurance or mortgage protection in force during the term of the mortgage and subject at all times to the terms and conditions of the Mortgage Deed to be executed by the Applicant and shall be under the sole and exclusive obligation to comply with the terms of such mortgage protection or life assurance and notify immediately [the Provider] of any breach of such terms or any

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lapse of such life assurance or mortgage protection. If an Applicant should make default in the payment of the monthly instalments shown on the Letter of Approval to [the Provider], [the Provider] shall be under no obligation to pay the monthly premium due in respect of the mortgage protection or life assurance or to take any steps to maintain the same in force but, without prejudice to the foregoing, [the Provider] may at its sole and absolute discretion pay the said premiums and the Applicant shall be liable to repay the same to [the Provider]. [The Provider] shall be under no obligation to inform the Applicant of the lapse or suspension of such life assurance or mortgage protection which results from non-payment of premium or any other breach of the terms of such mortgage protection or life assurance”.

In addition, I also note that section 8, ‘**Insurance**’, of the enclosed Mortgage Conditions 1996 booklet stated, *inter alia*, at pg. 15, as follows:

- “8.1 The Property shall be insured at the expense of the Mortgagor for such amounts against such risks with such insurers and in such manner as [the Provider] may from time to time require or approve.*
- 8.2 [The Provider] shall be under no obligation to see to the adequacy of the cover afforded by an insurance policy.*
- 8.3 [The Provider] may without being obliged to do so at the expense of the Mortgagor pay the insurance premiums as they become due but nevertheless [the Provider] shall not under any circumstances be responsible for any omissions or refusal to keep in force or renew the Policy nor for any loss or expense which the Mortgagor may suffer by reason of any such omissions ...*
- 8.6 The insurance required may be effected or maintained by the Mortgagor with any insurer and through any agency or any intermediary PROVIDED ALWAYS that if the Mortgagor so elects he shall*
- duly and punctually pay all premiums and other moneys necessary for effecting and keeping up such insurance when same shall become due*
 - lodge with [the Provider] the policy of such insurance if requested....”*

I note that the Complainant signed the Acceptance of Loan Offer on **14 October 1998**, indicating, as follows:

“I/we the undersigned accept the within offer on the terms and conditions set out in

- i. Letter of Approval*
- ii. the General Mortgage Loan Approval Conditions*
- iii. [the Provider] Mortgage Conditions*

copies of the above which I/we have received and agree to mortgage the property to [the Provider] as security for the mortgage loan”.

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I note from the documentary evidence before me that on **5 November 1998** the Provider received by fax, a mortgage protection policy schedule for policy xxxxx328 in the names of the Complainant and the joint borrower, detailing that this policy with a named Insurer was due to commence on 1 December 1998 for a term of 25 years, with a life assured sum of IR £72,000.

As the mortgage loan was in the amount of IR £72,000 repayable over a term of 25 years, I note that the Provider was satisfied that this policy was sufficient and in accordance with the terms and conditions of the mortgage and that the mortgage loan was then drawn down on 20 November 1998 in joint names.

I note that following consideration of her 'Request for Transfer of Existing Mortgage' application dated 15 October 2004, the Provider ultimately wrote to the Complainant on 5 September 2005 to advise that it would be agreeable to transferring the mortgage loan into her sole name (removing the joint borrower from the mortgage loan account) on condition that she obtain an adequate life assurance policy in her sole name, as follows:

"[The Provider] is prepared to consent to the transfer of the above property and mortgage into the sole name of [the Complainant] ...

[The Provider's] consent is subject to the following:-

- 1. Life Cover be taken out for [the Complainant] (sole) for the amount and term presently outstanding on the above loan, in this regard I would request that they contact their local branch for details and when assignment is complete, please furnish me with policy details".*

I note from the documentary evidence before me that the Complainant's Solicitor wrote to the Provider on **12 December 2005**, enclosing a mortgage protection plan policy certificate for policy xxxxx719 in the sole name of the Complainant. The certificate displayed a commencement date of 1 October 2005 and a term of 19 years, with a life cover sum insured of €76,305. As the outstanding balance of the Complainant's mortgage loan was approximately €75,000 with a remaining term of 19 years, I accept that it was reasonable for the Provider to be satisfied that this policy provided sufficient cover for the full outstanding mortgage balance and term at that time, in accordance with the terms and conditions of the mortgage account. I note that on that basis, the Provider transferred the mortgage loan into the sole name of the Complainant on **6 February 2006**.

The Complainant submits in the **Complaint Form** she completed, as follows:

"I believe [the Provider] failed in [its] obligation to me under the Consumer Credit Act 1995 Section 126 in that [the Provider] did not ensure that my mortgage remained protected by life insurance by ensuring my insurance policy was assigned to my mortgage for its lifetime".

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Section 126 of the **Consumer Credit Act 1995** states, in that regard, as follows:

“Subject to the provisions of this section, a mortgage lender shall arrange, through an insurer or an insurance intermediary, a life assurance policy providing, in the event of the death of a borrower before a housing loan made by the mortgage lender has been repaid, for payment of a sum equal to the amount of the principal estimated by the mortgage lender to be outstanding in the year in which the death occurs on the basis that payments have been made by the borrower in accordance with the mortgage, such sum to be employed in repayment of the principal”.

In this regard, I accept that there was a statutory obligation on the Provider to ensure that the Complainant as mortgagor had a life assurance policy in place for the term of the mortgage loan, sufficient to cover the outstanding balance in the event of death, prior to the drawdown of the mortgage.

I am satisfied that in **November 1998** the Provider discharged this obligation, on receipt of a mortgage protection policy schedule for policy xxxxx328 in the names of the Complainant and the joint borrower detailing a commencement date of 1 December 1998 for a term of 25 years with a life assured sum of IR £72,000. I am also satisfied that the Provider discharged that obligation again in December 2005, on receipt of a mortgage protection plan policy certificate for policy xxxxx719 in the sole name of the Complainant, detailing a commencement date of 1 October 2005 for a term of 19 years with a life cover sum insured of €76,305.

I note that Section 126 of the Consumer Credit Act does not place upon the Provider a statutory obligation to assign any such life assurance policy obtained by a mortgagor to itself, nor does it impose upon the Provider a statutory obligation to ensure that the mortgagor continues to maintain this policy throughout the term of the mortgage.

Instead, I am satisfied that in signing the Acceptance of Loan Offer on 14 October 1998 and in agreeing to the terms of the transfer of the mortgage loan into her sole name in February 2006, the onus was on the Complainant to maintain a life assurance policy for an amount equal to, or greater than, the balance and term of the mortgage loan and to ensure that this cover remained in place and to advise the Provider of any changes to or lapse of cover, or if such cover was moved to another Insurer, in accordance with Condition 1.17 of the applicable General Mortgage Loan Approval Conditions booklet, as follows:

“The Applicant must obtain adequate life assurance or mortgage protection for an amount equal to or greater than the amount and term of the advance. The Applicant must absolutely and unconditionally assign such life assurance or mortgage protection to [the Provider] ... The Applicant shall be under the sole and exclusive obligation to maintain such life assurance or mortgage protection in force during the term of the mortgage and subject at all times to the terms and conditions of the Mortgage Deed to be executed by the Applicant and shall be under the sole and exclusive obligation to comply with the terms of such mortgage protection or life assurance and notify immediately [the Provider] of any breach of such terms or any lapse of such life assurance or mortgage protection”.

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As a result, it is clear that in 2009, the Complainant ought to have advised the Provider that she had terminated mortgage protection policy xxxxx719. She also ought to have ensured that the alternative cover she then arranged at that time, that is, her newer, life assurance policy xxxxx966, would provide cover for an amount equal to or greater than the balance and term of the mortgage loan, and I am of the opinion that the Provider is not responsible for her failure to do so.

On the basis of the evidence before me, it was simply not possible for the Provider to be aware of the action taken by the Complainant in 2009, to alter the basis of the insurance cover she held. In such circumstances, it was not possible for the Provider to offer the Complainant any guidance at that time, as it was unaware of the action being taken by the Complainant regarding her insurance policy. In those circumstances, whilst I have every sympathy for the position in which the Complainant finds herself, on the evidence before me, it would simply not be reasonable to make a finding that the Provider acted wrongfully and accordingly, I am satisfied that it is not appropriate to uphold this complaint.

I note that since the preliminary decision was issued by this office, the parties have indicated some potential to discuss transferring the remaining mortgage into the names of the Complainant's children, and it will be a matter for the parties to liaise directly themselves to progress that, if required.

Conclusion

My Decision pursuant to **Section 60(1)** of the **Financial Services and Pensions Ombudsman Act 2017**, is that this complaint is rejected.

The above Decision is legally binding on the parties, subject only to an appeal to the High Court not later than 35 days after the date of notification of this Decision.



**MARYROSE MCGOVERN
DEPUTY FINANCIAL SERVICES AND PENSIONS OMBUDSMAN**

23 October 2020

Pursuant to **Section 62** of the **Financial Services and Pensions Ombudsman Act 2017**, the Financial Services and Pensions Ombudsman will publish legally binding decisions in relation to complaints concerning financial service providers in such a manner that—

- (a) ensures that—
 - (i) a complainant shall not be identified by name, address or otherwise,
 - (ii) a provider shall not be identified by name or address,and
- (b) ensures compliance with the Data Protection Regulation and the Data Protection Act 2018.

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