

The complaint

Mr J2, Mrs J1 and Mrs J2 (on behalf of the J trust) are unhappy with the service received from Legal and General Assurance Society Limited ('L&G') when declining a claim under a term assurance policy ('the policy') after the policyholder (Mr J1) died.

What happened

When declining the claim made on the policy, L&G sent a letter dated October 2023 explaining its reasons.

The letter referred to another named individual, who L&G has said was a different customer and referred to Mr J1 as 'she' and 'her' in the letter.

By way of a final response letter dated December 2023, L&G accepted that the letter was inaccurate and insensitive. It apologised and offered £500 compensation.

Unhappy Mr J2, Mrs J1 and Mrs J2 brought a complaint to the Financial Ombudsman Service.

Our investigator looked into what happened and concluded that the offer of £500 was fair and reasonable.

Mr J2, Mrs J1 and Mrs J2 disagreed and raised further points in reply. These didn't change our investigator's opinion. So, this complaint has been passed to me to consider everything afresh to decide.

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 J2, Mrs J1 and Mrs J2 are unhappy about other aspects of the service received from L&G including not replying to its request for listed documents so that it could consider whether to challenge the decision to decline the claim or explaining what's needed to access that information. However, I've only considered the complaint point I've set out in the 'what happened' section of this decision as L&G hadn't received a complaint about the other issues and so, they weren't addressed in its final response letter dated December 2023.

If they haven't already done so, Mr J2, Mrs J1 and Mrs J2 can raise their further concerns with L&G for it to consider. And if they're unhappy with the response, they are free to submit a further complaint to the Financial Ombudsman Service.

L&G accepts that the errors made in its letter dated October 2023 (explaining its decision to decline the claim under the policy) were disappointing and insensitive. So, the crux of the issue for me to decide is whether its offer of £500 compensation is fair and reasonable.

I know MrJ2, Mrs J1 and Mrs J2 will be very disappointed but I'm satisfied that the compensation amount offered by L&G fairly reflects the impact of the unnecessary upset caused by the insensitive and unprofessional errors made in L&G's letter dated October 2023, during an already difficult time – particularly on Mrs J1 (Mr J1's wife).

My final decision

Legal and General Assurance Society Limited has already made an offer to pay £500 to settle the complaint and I think this offer is fair in all the circumstances.

So, my decision is that Legal and General Assurance Society Limited should pay £500 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J2, Mrs J1 and Mrs J2 to accept or reject my decision before 16 December 2024.

David Curtis-Johnson
Ombudsman