

## **The complaint**

Mr A complains that Legal and General Assurance Society Limited (L&G) couldn't provide him with information about a life and critical illness insurance policy and about its delays in responding to him.

## **What happened**

The background to this complaint is well-known to both parties. So I've simply set out a brief summary of what I think are the key events.

Mr A took out a life and critical illness insurance policy in 1999. The policy term was 25 years.

On 12 February 2024, Mr A called L&G to change his direct debit details. But L&G was initially unable to find Mr A's policy. A couple of days later, L&G emailed Mr A to confirm that the policy was up to date and confirmed his monthly payments. It also changed the direct debit details as Mr A had asked.

Mr A asked L&G to send him a copy of his policy documents. L&G first sent Mr A policy paperwork relating to another policy he held with it. It later told Mr A that it didn't have copies of the policy booklet he'd requested. But on 5 March 2024, L&G sent Mr A a summary of his cover by email and post.

As Mr A was unhappy with the way L&G had handled his request and given it couldn't find a copy of his policy terms, he complained. And he chased L&G responses to the issues he'd raised.

L&G issued its final response to Mr A's complaint on 28 June 2024. It said that due to the age of the policy, it wasn't able to produce a copy of the policy terms, although it was able to send Mr A a copy of the key features document. It acknowledged its service hadn't been up to standard and so it offered Mr A £100 compensation.

Mr A turned down L&G's offer and he asked us to look into his complaint.

There was some delay in L&G providing us with its file despite requests. But, ultimately, our investigator concluded that L&G had already made a fair offer to settle Mr A's complaint. While he acknowledged how frustrating it must have been when L&G couldn't find Mr A's policy or provide him with a copy of the policy terms, he felt it had taken fair steps to put things right by sending Mr A the summary of cover. Overall, he thought £100 was a reasonable award to reflect the likely impact of L&G's poor service on Mr A.

Mr A disagreed and so the complaint's been passed to me 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.

Having done so, whilst I'm sorry to disappoint Mr A, I think L&G has already made a fair offer to settle his complaint and I'll explain why. In deciding what's fair and reasonable in the circumstances of this complaint, I've taken into account relevant considerations such as regulatory rules and principles and the available evidence, amongst other things.

L&G acknowledges that when Mr A called on 12 February 2024 to change his direct debit details, its call handler wasn't able to find his policy. It's told us that only a specialist team can access the particular system which holds detailed information about Mr A's policy. But it also says that the call handler should have been able to confirm to Mr A that he did have an active policy. So it's clear the call handler made an avoidable error here. I don't doubt this caused Mr A some worry and upset, given he wanted to ensure premiums for the cover were correctly paid. It seems to me that the call handler should have reassured Mr A that the policy was in place and then directed his specific request to the relevant team.

Instead, the call handler made an internal request to find the policy. On 14 February 2024, as I've said, L&G emailed Mr A to clarify that he did have a policy and what the premium was. It also amended his direct debit details. So I think L&G took prompt steps to reassure Mr A that cover was in place, that it was up to date and ensured that future premiums would be debited correctly. Mr A raised concerns that if his direct debit hadn't gone through, his credit file would've been adversely impacted. But I'd like to reassure Mr A that as the policy wasn't linked to any credit agreement, any failed premium payments wouldn't have been recorded on his credit file.

Following L&G's email, Mr A asked L&G for a copy of his policy terms. Instead, L&G sent Mr A information about a joint policy he had with it. Again, I think this is likely to have caused Mr A avoidable frustration. It's common ground that L&G is and has been unable to provide a copy of the relevant contract terms to Mr A. It says that's due to the age of the policy.

I can understand Mr A's frustration. After all, he was paying for life and critical illness cover and I think it was important for him to know what cover the policy actually provided. Broadly three weeks after Mr A's request, L&G sent Mr A a summary of his cover. I've seen a copy of the policy information L&G sent. This included the start and end date of the contract, the sum assured, the monthly premium and a broad description of what the policy covered. I can appreciate that Mr A wanted a physical copy of the policy terms. And I accept it would've been better if L&G did have a copy of the policy document. But in the absence of this, I think the summary of cover was a reasonable and appropriate way for L&G to confirm cover to Mr A. I note it was also later able to send Mr A a copy of the key features of the policy, although the policy term had ended by that point.

It seems Mr A had concerns that in the absence of the policy document, he might not have been able to make a claim. However, it's clear Mr A did have a valid policy in place and L&G held details about the level of cover he had. So I don't think he'd have needed a copy of the policy terms to make a claim on the contract.

Mr A had to chase up L&G on a number of occasions and I don't doubt that this also caused him unnecessary frustration and inconvenience. L&G accepts that it didn't provide Mr A with the level of service it should have done.

So I need to decide what I think fair compensation should be to reflect the likely impact of L&G's mistakes on Mr A. We're not the regulator and we can't punish or fine the businesses we cover. And while I appreciate Mr A would like us to take into account the delays in L&G responding to our requests for information, it wouldn't be appropriate for me to do so. I'd add that these delays didn't affect our ability to progress Mr A's complaint.

I agree with the investigator that while L&G's actions did cause Mr A some avoidable trouble

and upset, this was relatively short-lived in nature. And I think by 5 March 2024, L&G had provided him with enough information to reassure him that cover was in place and had given him relevant details about his policy.

So in the round, I'm satisfied that £100 compensation is a fair, reasonable and appropriate award to recognise the impact of L&G's mistakes and delays in responding to Mr A's queries on him over a broadly short time. This means I find that L&G has already made a fair offer to settle Mr A's complaint. I understand L&G hasn't yet paid this compensation to Mr A and if so, it must now do so.

### **My final decision**

For the reasons I've given above, my final decision is that Legal and General Assurance Society Limited has already made a fair offer to settle Mr A's complaint and I direct it to pay Mr A £100 compensation if it hasn't already done so.

L&G must pay the compensation within 28 days of the date on which we tell it Mr A accepts my final decision. If it pays later than this it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 17 April 2025.

Lisa Barham  
**Ombudsman**